102602/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFil
Please go to www compa

A33GP33E
A06 11/03/2014 #46
COMPANIES HOUSE

TUESDAY

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT f**
You may not use this form register a charge where t instrument Use form MR

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

For official use

1 Company details

Company number: 0 2 8 4 9 4 8 8

Company name in full: Carlisle Staffing Services Limited

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d0 d6 m0 m3 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Barclays Bank PLC

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

None.

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

[✓] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

[✓] **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

[✓] **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

[✓] **Yes**

☐ **No**

MR01
Particulars of a charge

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Alastair Carruthers

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below'

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www companieshouse gov.uk

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number· 2849488

Charge code. 0284 9488 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2014 and created by CARLISLE STAFFING SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2014.

Given at Companies House, Cardiff on 12th March 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DLA PIPER

I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO s859G OF THE COMPANIES ACT 2006 THIS IS A TRUE COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT

DATE 07/03/14

SIGNED DLA Piper UK LLP

DLA PIPER UK LLP

Case Reference _____

Guarantee and Fixed and Floating Charge

by two or more companies

This deed of guarantee and fixed and floating charge is made on 6 March 2014 by each of you, the companies named below (the **"Original Security Obligors"**):

Name of Company	**Registered Number**
ABC Contract Services Limited	01189888
Austin Benn Consultants Limited	02614883
Blend Recruitment Limited	03205882
Blue Arrow Financial Services Limited	04496654
Blue Arrow Holdings Limited	02586484
Blue Arrow Ltd	00641659
Blue Arrow Recruitment Solutions Limited	02054869
Blue Arrow Services Limited	01135167
BMS Limited	03654321
Carlisle Cleaning Services Limited	02388687
Carlisle Cleaning Services Holdings Limited	02767975
Carlisle Events Services Limited	04170454
Carlisle Group Limited	00511804
Carlisle Interior Services Limited	04167161
Carlisle Nominees Limited	03368331
Carlisle Retail Services (Luton) Plc	02980378
Carlisle Security Services Limited	02654100
Carlisle Staffing Plc	02873036
Carlisle Staffing Services Limited	02849488
Carlisle Staffing Services Holdings Limited	04167777
Carlisle Support Services Group Limited	07880629

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BARCLAYS

Celsian Group Limited	04284822
Chadwick Nott (Holdings) Limited	02999657
Chrysalis Community Care (Bristol) Limited	04368782
Chrysalis Community Care Group Limited	01142361
Comensura Limited	04085767
Impellam Group Plc	06511961
Impellam International UK Group Limited	08105812
Impellam Technical Solutions Limited	08105806
Impellam UK Limited	06894542
Laybridge Limited	03407312
Medacs Healthcare Australasia Group Limited	03120991
Medacs Healthcare Group Limited	07880625
Medacs Healthcare Plc	02518546
PRN Recruitment Ltd	02099264
Carbon60 Limited	02209742
Science Recruitment Group Ltd	02681320
The Corporate Services Group Limited	00490212
The Recruitment Group Limited	03189412
Translocation UK Limited	04498235

and by your agent named below

Name of Agent Company	**Registered Number**
Impellam Group Plc	06511961

in favour of us, **Barclays Bank PLC**, as security for the Indebtedness (as defined below)

By executing this deed, the Original Security Obligors enter into the covenants, guarantees and agreements and create the charges set out in this deed.

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1 Definitions

In this deed, unless the context otherwise requires

'Agent' means the company named as Agent on page 2 of this deed and includes any successor appointed under clause 18.1;

'Assets' means, in relation to each of you, all your undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

'Barclays' means Barclays Bank PLC (company number 01026167),

'Consent Letters' means the consent letters dated (i) 12 July 2012, and (ii) 9 November 2012, each from the Parent, the Payment Agent and each Obligor and Original Security Obligor listed in schedule 4 of each letter addressed to and acknowledged by Barclays;

'Debts' means any obligation due to you under a contract between you 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;

'Excluded Proceeds' means all and any moneys paid to a Trust Account which are not proceeds of a Debt;

'Finance Documents' shall have the meaning given to it in the Receivables Financing Agreement,

'Floating Charge Assets' means, in relation to each of you, those of your Assets that are for the time being comprised in the floating charge created by clause 3 1.3, but only insofar as concerns that floating charge;

'Group' shall have the meaning given to it in the Receivables Financing Agreement,

'Indebtedness' includes any obligation for the payment or repayment by any of you to us under the Finance Documents of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to us by assignment or otherwise and including principal, interest, commission, fees, charges, costs and expenses which we may charge to any of you in the course of our business or incur in respect of any of your affairs in each case to the extent due and payable by you in accordance with the terms of the Finance Documents (and all such interest which we charge to you shall be determined in accordance with the terms of the relevant Finance Document and shall, where no such terms exist, be calculated and compounded in accordance with Barclays' usual practice, before and also after any demand or judgment),

'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 your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(j),

'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 us pursuant to the Receivables Financing Agreement from time to time together with the Related Rights to such Debts and the proceeds of Related Rights,

'Original Securities' means

(a) the shares held by the Original Security Obligors as specified in the third schedule *(Original Securities)* to this deed,

(b) any Additional Original Securities as defined in any deed of accession and charge to this deed; and

(c) any shares held or issued by any of you after the date of this deed the certificates for which are now or in the future deposited by you with us or which, if uncertificated, are held in an escrow or other account in our favour or held in our name or that of our nominee or to our order,

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

'Receivables' means, in relation to each of you, all sums of money receivable by you now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 (and includes (without limitation) all Related Rights to such debts and any sums owing by Barclays to you) other than your Non-Vesting Debts and Related Rights thereto,

'Receivables Financing Agreement' means the receivables financing agreement, originally dated 14 March 2008 entered into between, among others Barclays, Impellam Group plc and certain of its Subsidiaries as amended on 2 May 2008, 14 February 2011, and as amended and restated on 26 February 2013 and on or about the date of this deed (as further amended, varied, supplemented or replaced from time to time),

'Receiver' means every person we appoint 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 your rights at law as an unpaid vendor or provider of services under a contract of sale but without any obligation on us to complete a contract of sale,
- the benefit of all insurances,
- all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities,
- all your 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 you or us, or
  - which you or we recover from a debtor,

'Retained Documentation' means all or any title deeds and documents which any of you are not otherwise obliged to deposit with us and which relate to an Asset charged under clause 3 1

'Securities' means, in relation to each of you (at all times excluding the Original Securities), all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person 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", 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;

"Security Documents" has the meaning given to that term in the Receivables Financing Agreement,

"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or

(a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit),

(b) any other security interest of any kind or preferring any obligation of any person, or

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

'Security Period' means the period beginning on the date of this deed and ending on the date on which

- all the Indebtedness has been unconditionally and irrevocably repaid and discharged in full, and
- Barclays has no further commitment, obligation or liability under or pursuant to the Finance Documents,

"Strike-Off Securities" means the shares held by the Original Security Obligors in ADG Group Limited (01734222), Capitol Group Limited (01698365), CSG Healthcare Limited (03140174), People Direct Recruitment Services Limited (02292416), STPL2 Limited (02588332), Tate Appointments Limited (02845841), Workforce Solutions Limited (04951582), Austin Benn Group Limited (02705037), Inter Pharma Limited (04416967) and Austin Benn Limited (02703463) as specified in the third schedule (*Original Securities*) to this deed,

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for the purposes of section 1159(1) of the Companies Act 2006 a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominees), whether by way of security or in connection with the taking of security or (b) its nominee,

'we', **'our'**, and **'us'** refer to Barclays Bank PLC and any transferee or successor whether immediate or derivative,

'you' and **'your'** refer to each company named as an Original Security Obligor on pages 1 and 2 of this deed and the Agent named on page 2 of this deed and include any company which accedes as a party to this deed under clause 19 (with effect from the time of its accession) except that paragraph 1 of the first schedule applies to that schedule.

1.1 In this deed, unless the context otherwise requires·

(a) references to 'Barclays', 'we', 'our' and 'us' and each of 'you' and 'your' and each 'Original Security Obligor' shall unless the context otherwise requires include their respective successors, permitted assigns, permitted transferees or successors in title;

(b) references to clauses and schedules are references to clauses of and the schedules to this deed,

(c) references to this deed and any other Finance Document shall be to this deed and any other Finance Document as amended, varied, supplemented, novated extended or restated from time to time,

(d) headings are inserted for ease of reference only and shall be ignored in the construction of this deed,

(e) references to any statute, law, decree or regulations shall be deemed to be references to such statute, law, decree or regulations as re-enacted, amended, extended or replaced from time to time,

(f) the singular includes the plural and vice versa and any gender includes the other,

(g) a reference to a document is a reference to that document as amended, varied, restated, novated or substituted (from time to time),

(h) in the event of any conflict between any provision of this deed and any provision of the Receivables Financing Agreement, the relevant provision of the Receivables Financing Agreement shall prevail,

(i) words and phrases which are not defined or construed in this deed but which are defined or construed in the Receivables Financing Agreement shall have the meanings and construction ascribed to them therein,

(j) if Barclays reasonably considers that an amount paid to Barclays under a Finance Document is capable of being avoided or otherwise set aside on the liquidation, bankruptcy or administration of the payer, then that amount shall not be considered to have been irrevocably paid for the purposes of determining whether the Indebtedness has been discharged; and

(k) references to a Permitted Disposal shall include any disposals consented to by Barclays pursuant to the Consent Letters

2 Your covenant to pay

2 1 By executing this deed, each of you.

2 1 1 covenants to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by any of you to us in any manner, and

2 1 2 covenants and guarantees that you will on our demand in writing pay or discharge all Indebtedness now or in the future due, owing or incurred (before or after that demand) by any of you to us in any manner (except as a guarantor under this deed)

2 2 The guarantee contained in clause 2 1 2 is given subject to, and with the benefit of, the provisions set out in the first schedule by each of you separately and also jointly with every other of you except the one guaranteed.

2.3 The making of one demand under this deed will not preclude our making any further demands

3 The charges you create

3 1 By executing this deed each of you charges to us (such that each charge listed below is a separate charge in relation to each of you) with full title guarantee for the payment or discharge of all Indebtedness.

3 1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H.M Land Registry;

3.1 2 by way of fixed charge

a) all freehold and leasehold Land in England and Wales now vested in you and registered at H.M. Land Registry;

b) all other Land which is now, or in the future becomes, your 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 you now or in the future under or in connection with any lease, agreement or licence relating to Land,

e) all of your Securities,

f) all of your Original Securities (other than the Strike-Off Securities),

g) in relation to the Original Securities (other than the Strike-Off Securities), in each case all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference option, dividend, distribution, interest or otherwise in respect thereof,

h) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you

- which relate to Assets themselves subject to a fixed charge in our favour; or
- which are now or in the future deposited by you with us,

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them) but for the avoidance of doubt, excluding any and all insurance and assurance contracts and policies expressed to be for the benefit of any person other than you,

i) all your goodwill and uncalled share capital for the time being,

j) all your Intellectual Property, present and future, including

- any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others,
- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world, and
- all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any part of the world,

k) all Non-Vesting Debts now or in the future owing to you,

l) all Related Rights relating to any Non-Vesting Debts,

m) all Other Debts which are not effectively charged by any other provision of this clause 3 1 2,

n) all Excluded Proceeds,

o) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour,

p) all amounts realised by an administrator or liquidator appointed to you upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986,

q) all of your Strike-Off Securities,

r) in relation to the Strike-Off Securities, in each case all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference option, dividend, distribution, interest or otherwise in respect thereof,

3 1 3 by way of floating charge

a) all your Assets which are not effectively charged by the fixed charges detailed above, and

b) without exception all your Assets insofar as they are situated for the time being in Scotland,

but in each case so that, except for any Permitted Encumbrance, you shall not without our prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge),
  - take any other step referred to in clause 5 1 with respect to any of the Floating Charge Assets, or
  - sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of disposal in the ordinary course of business or pursuant to a Permitted Disposal.

3 2 We may at any time crystallise any floating charge created in clause 3 1 3 into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by us to the relevant chargor in relation to any or all Floating Charge Assets, as we specify in the notice·

a) if it considers it desirable to do so in order to protect or preserve a Security Interest created by this deed, and/or

b) at any time after an Event of Default which is continuing

3 3 Subject to the rights of any prior mortgagee, each of you must

3.3 1 promptly deposit with us for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1, including, without limitation, insurance and assurance policies and all share certificates relating to the shares held by the Original Security Obligors as specified in the third schedule *(Original Securities)* to this deed;

3.3.2 promptly execute and deliver to us such stock transfer forms in blank and other documents as we may from time to time require for perfecting the title of Barclays to the Original Securities (duly executed by or signed by the registered holder) or for vesting or enabling us to vest the same in Barclays or their nominees or in any purchaser;

3.3.3 execute and deliver to us any documents and transfers we require at any time to constitute or perfect an equitable or legal charge or a pledge (at our option) over Securities including

uncertificated Securities within any clearing, transfer, settlement and/or depositary system and give any instructions and take any actions we may require to achieve this, and

3.3.4 upon our demand in writing, deposit with us for our retention all or any of the Retained Documentation.

3 4 Unless and until this deed becomes enforceable or we direct otherwise

3 4 1 each of you may continue to exercise all voting and other rights attaching to Securities and Original Securities as long as you remain their registered owner,

3 4 2 if Securities and the Original Securities are registered in our nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions that the relevant chargor issues from time to time In the absence of instructions, the nominee will refrain from exercising any of these rights, and

3.4.3 each of you shall at all times (unless otherwise directed in writing by us) ensure that the exercise or non-recourse of its rights under clauses 3 4 1 and 3 4 2 above is not inconsistent with any provision of this deed or the Receivables Financing Agreement and will not have a material adverse effect on the value of the Original Securities or otherwise prejudice our interests.

3.5 Any mortgage, fixed charge or other fixed security which any of you create in our favour will have priority over the floating charge created by clause 3 1 3 unless we state otherwise on or after its creation

3 6 Any debentures, mortgages or charges (fixed or floating) which any of you create in the future (except those in our favour) shall be expressed to be subject to this deed and shall rank in order of priority behind the charges created by this deed.

4 Collecting Non-Vesting Debts and Receivables

4 1 Each of you agree that you will only deal with the Non-Vesting Debts as if they were Debts purchased by us under the Receivables Financing Agreement and in particular will not bank or deal with any payments in respect of the Non-Vesting Debts except in accordance with the Receivables Financing Agreement

4 2 Each of you must collect and realise all your Receivables and immediately on receipt pay all money which you receive in respect of them into your bank account with us, or into any other account designated by us, in each case on such terms as we may direct. Pending that payment, each of you will hold all money so received upon trust for us separate from your own money.

4.3 To the extent not a Permitted Encumbrance of Permitted Disposal, none of you may, without our prior written consent, charge, factor, discount, assign, postpone, subordinate or waive your rights in respect of any Receivables in favour of any other person other than us nor purport to do so

4 4 If proceeds of Receivables are credited or transferred to any account of yours, we shall have an absolute discretion whether to permit or refuse to permit you to utilise or withdraw money from that account (whether or not it is in credit) and we may in our 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 yours with us or to an account in our own name

4 5 Each of you requests and agrees that we should deal with Excluded Proceeds as if they were the proceeds of Debts assigned to us under the Receivables Financing Agreement

5 Negative pledge and other restrictions

None of you may, except with our prior written consent·

5.1 to the extent not a Permitted Encumbrance, create or attempt to create any fixed or floating security of any kind or any trust over any of your Assets, or permit any lien to arise or subsist over any of your Assets,

5.2 to the extent not a Permitted Disposal, sell, assign, lease, license or sub-license, or grant any interest in, your 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

5 3 In relation to the Original Securities

5 3.1 each of you hereby represents and warrants in favour of Barclays that as at the date of this deed the details contained in the third schedule to this deed:

(a) are true and accurate, and

(b) comprise all of the securities held by each of you in another of you whose name is set against its name and whose shares are subject to the fixed charges contained in clauses 3 1 2(f) and 3 1 2(q),

5 3.2 to the extent not a Permitted Disposal, each of you hereby covenants that you will not without the prior written consent of Barclays dispose of the Original Securities (or any of the rights related to them referred to in clauses 3 1.2(g) and 3 1 2(r)) or any part thereof or attempt or agree so to do,

5 3.3 each of you agrees to forthwith notify Barclays of any acquisition or receipt of any other shares, or securities convertible into, or accompanied by subscription rights for, shares or any other rights, options or warrants to purchase or subscribe shares or such other securities in any one of you. If so required in writing by Barclays, each of you agree to execute and deliver (or procure the execution and delivery of) such security over such shares, securities, rights, options or warrants in favour of Barclays to secure the Indebtedness as Barclays shall require;

5.3 4 save in accordance with clause 4 4 of the Receivables Financing Agreement (*Condition subsequent*), each of you whose shares are Original Securities undertakes that (i) save as otherwise agreed, since the Commencement Date you have not made and (ii) save as otherwise agreed with us, from the Amendment Date will not make

(a) any alteration to your respective memorandum and articles of association which would in any way adversely affect the rights attaching to the Original Securities, or

(b) any other material modification or variation to its memorandum and articles of association;

5 3 5 save for any Permitted Disposal in accordance with paragraph (f) of that definition (as set out in the Receivables Financing Agreement) or as permitted by Barclays pursuant to the Consent Letters, each of you whose shares are Original Securities undertakes that you will not allot or issue any further shares or any securities convertible into, or accompanied by subscription rights for, shares, other than additional ordinary shares (i) issued to the one of you holding its shares at the date of this deed (as more described at column one of the third schedule), (ii) ranking *pari passu* with the relevant Original Securities, and (iii) in respect of which clause 5 3 3 is complied with, and

5.3 6 each of you which holds Original Securities undertakes to procure compliance with clauses 5 3 4 and 5 3.5 by the one of you whose shares it holds

6 Further assurance

Each of you must on our demand in writing execute and deliver to us at your cost any document that we, in our reasonable opinion, reasonably require to secure the payment of the Indebtedness, or to create, protect or perfect any fixed security over any of the Assets or any other security intended to be created by us under this deed, or to give full effect to this deed, or to vest title to any of the Assets in us or our nominee or any purchaser

7 Continuing security

This deed will remain a continuing security in our favour for the duration of the Security Period, regardless of any settlement of account, termination or variation of the Finance Documents or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which we may have now or in the future in respect of any of the Assets for the payment of any Indebtedness

8 Insurance

8 1 Each of you agrees that you will maintain insurances on and in relation to your business and assets with reputable underwriters or insurance companies against those risks, and to the extent, usually insured against by prudent companies located in the same or a similar location and carrying on a similar business

8 2 Each of you must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments on our request. If, at any time, any of you fails to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with us under clause 3 3 or on request, we may take out or renew any insurance in any sum and on any terms we think appropriate.

9 Property obligations

9 1 Each of you must at all times keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this deed in good repair and in good working order and condition (fair wear and tear accepted)

9 2 Each of you must notify us promptly of any indication given to you that any of your Assets is or may be listed in a register of contaminated land or contaminative use, or similar register Each of you must also notify us if any environmental or other condition exists which could have a material adverse effect on the value of your Assets or your business

9.3 Each of you will fully indemnify us, and our employees and agents, at all times against every claim, liability, loss or expense incurred directly or indirectly as a result of a breach of any environmental law or responsibility on the part of us or any Receiver appointed by us under this deed, in respect of any clean-up, repair or other corrective action

10 Leases, possession, consolidation of mortgages

10 1 To the extent not a Permitted Disposal, none of you may without our prior written consent, exercise any power of leasing, or accepting surrenders of leases of, any of your 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 To the extent not a Permitted Disposal, none of you may part with possession (otherwise than on the determination of any lease, tenancy or licence granted to you) of any of your Land or share the occupation of it with any other person, or agree to do so, without our prior written consent.

10 3 Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, will not apply to this deed

11 Powers of sale, leasing and accepting surrenders

11 1 Section 103 of the Law of Property Act 1925 will not apply to this deed, but the statutory power of sale (as between us and a purchaser from us) will arise on and be exercisable at any time after the execution of this deed However, we will not exercise this power of sale until this deed has become enforceable. This provision will not affect any purchaser or require him to ask whether it has become enforceable

11 2 Our statutory powers of sale, leasing and accepting surrenders are extended to allow us (whether in the name of the relevant chargor or in ours) to grant a lease or leases of any Land vested in any of you or in which any of you have an interest with any rights relating to other Land and containing any covenants on the part of the relevant chargor and any terms and conditions that we think fit.

11 3 Our statutory power of sale is extended to allow us to sever any fixtures from Land and sell them separately

11.4 All powers of a Receiver under this deed may be exercised by us to the full extent permitted by law after it has become enforceable, whether as attorney of the relevant chargor or otherwise, and whether or not a Receiver or administrator has been appointed

12 Opening new accounts

12.1 On receiving notice that any of you have encumbered or disposed of any of your Assets in breach of this deed, we have the right to rule off the account or accounts of, and open a new account or accounts with, that one of you

12.2 If we do not open a new account or accounts immediately on receipt of notice to that effect, as from that time all payments made by that one of you to us will be treated as if we had credited them to a new account and will not reduce the amount owing from you to us at the time when we received the notice

13 Appointment of a Receiver or an administrator

13 1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this deed. This deed shall become immediately enforceable upon the occurrence of an Event of Default which is continuing in relation to any of you.

13 2 At any time on or after the security in this deed has become enforceable in accordance with clause 13 1 (*Appointment of a Receiver or an administrator*), we may appoint by writing insofar as permitted by law, any person or persons to be a receiver and manager of all or any of the Assets or an administrator or administrators of all or any of you.

13 3 Where we appoint more than one person as Receiver or administrator, they shall have power to act separately unless we specify to the contrary in the appointment.

13 4 We may from time to time determine the remuneration of the Receiver.

13.5 Once a Receiver is appointed, we will not be precluded from making any subsequent appointment of a Receiver over any Assets, whether or not any Receiver previously appointed continues to act

13.6 The Receiver will be the agent of the relevant chargor which will be solely liable for his acts, defaults and remuneration unless it goes into liquidation, after which he shall act as principal and not become our agent.

13.7 The Receiver will be entitled to exercise all the powers set out in Schedules 1 and 2 to the Insolvency Act 1986 In addition, but without limiting these powers (and without prejudice to our own powers), the Receiver will have power with or without the concurrence of others

a) to sell, let, lease or grant licences of, or vary the terms or terminate or accept surrenders of leases, tenancies or licences of, all or any of the Assets, or grant options over them, on any terms the Receiver thinks fit in his absolute discretion, and any sale or disposition may be for cash, payable in a lump sum or by instalments, or other valuable consideration,

b) to sever any fixtures from Land and/or sell them separately,

c) to promote a company to purchase all or any Assets or any interest in them,

d) to make and effect all repairs, renewals and improvements to the Assets and effect, renew or increase insurances on the terms and against the risks that he thinks fit,

e) to exercise all voting and other rights attaching to Securities and investments generally;

f) to redeem any prior encumbrance and settle and pass the accounts of the encumbrancer so that all accounts so settled and passed will (except for any manifest error) be conclusive and binding on you and the money so paid will be deemed to be an expense properly incurred by the Receiver;

g) to pay our proper charges for time spent by our employees and agents in dealing with matters raised by the Receiver or relating to the receivership,

h) to do all other acts and things which he may consider incidental or conducive to any of the above matters or powers or to the preservation, improvement or realisation of the Assets

13 8 Neither we nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by us or him or be liable for any loss upon realisation or for any neglect of default of any nature whatsoever for which a mortgagee may be liable as such

13 9 Subject to section 45 of the Insolvency Act 1986, we may at any time remove a Receiver from all or any of the Assets of which he is the Receiver

14 Other powers

14 1 At any time on or after this deed has become enforceable in accordance with clause 13 1, we may, without further notice, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, without the restrictions contained in section 103 of the Law of Property Act 1925, and do all or any of the following and/or delegate such powers or any of them to any person on such terms as we may think fit.

14 1 1 take possession of the Original Securities,

14 1 2 sell, transfer, assign, exchange and otherwise dispose of or realise the Original Securities, either by public offer or auction, tender or private contract and so that (without limitation) we may do any of these things for a consideration consisting of cash, debentures or other obligations, or other valuable consideration of any kind, and any such consideration may be payable or delivered in a lump sum or by instalments spread over such period as we may think fit,

14 1 3 exercise and do all such powers and things as we would be capable of exercising or doing if we were the absolute beneficial owner of the Original Securities and in particular, without limitation, exercise any power to enforce any Security Interest by foreclosure, sale or otherwise and all rights attaching to the Original Securities,

14 1.4 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating in any way to the Original Securities,

14 1.5 bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Original Securities,

14 1 6 redeem any Security Interest (whether or not having priority to this guarantee and debenture) over the Original Securities and settle the accounts of encumbrances, and

14 1 7 do, and concur in the doing of, all such other acts and things, either alone or jointly with any other person, which we may consider necessary or expedient for the realisation of the Original Securities or incidental to the exercise of any of the rights and powers conferred on us under or by virtue of this guarantee and fixed and floating charge, the Law of Property Act 1925 or the Insolvency Act 1986

14.2 At any time when any Original Securities are registered in our name or in the name of our nominees, we will not be under any duty to ensure that any dividends, distributions or other moneys payable in respect of those Original Securities are duly and promptly paid to or received by us or our nominees, or to verify that the correct amounts are so paid or received, or to take any action in connection with the taking up of any (or offer of any) stocks, shares, rights, moneys or other property paid, distributed, offered or accruing at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise in respect of, or in substitution for, any of those Original Securities

15. Power of attorney

Each of you, by way of security, irrevocably appoints us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise·

15 1 to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and

15 2 to perform any act,

in each case, which may be required of you (including, without limitation, any action which you are obliged to take pursuant to clause 6 (*Further Assurance*)) or may be deemed by the attorney necessary or desirable for any purpose of this deed, or to create or perfect any fixed security over any of the Assets or to convey or transfer legal ownership of any Assets

16. Set-off

We may retain any money standing to the credit of any of you with us (in any currency, in any country and whether or not in your name) as cover for the Indebtedness We may apply all or any of that money in satisfaction of all or part of the Indebtedness as we may select (whether presently payable or not). We 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 any of you to us 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 our exchange rate applicable at the time, leaves us with less than the sum payable in the contractual currency, you must make good the amount of the shortfall on demand.

18. Authority of the Agent

18 1 The Agent is irrevocably authorised by each of you (other than the Agent), at any time while you remain bound by the provisions of this deed, with our prior agreement, (i) to add any further member of the Group as a party to this deed, (ii) to appoint another member of the Group to act as its successor as Agent, and/or (iii) to sign any document and perform any act on behalf of each or any of you required to effect or implement any of these matters

18.2 Each act so performed and each document so signed by the Agent shall be binding on each of you and we may assume that any requisite approvals have been obtained by the Agent from all of you. This deed will continue in full force and effect, save as expressly amended by such changes

19. Accession of new parties

19 1 Any member of the Group may at any time, with the prior written approval of the Agent and ourselves, become a party to this deed by delivering to us in form and substance satisfactory to us (i) a deed of accession and charge substantially in the form set out in the second schedule and (ii) certified extracts from the minutes of a meeting of its Board of Directors evidencing due authorisation and execution of that deed of accession and charge

19 2 The new party shall become a party to this deed with effect from the time when the deed of accession and charge takes effect, at which point

- the new party shall become bound by all the terms of this deed and shall assume the same obligations as if it were party to this deed as an Original Security Obligor; and
- the existing parties to this deed shall assume the same obligations in respect of the new party as if it were party to this deed as an Original Security Obligor

20. Transfer and disclosure

20 1 We may at any time transfer all or any part of our rights under this deed and the Indebtedness to any person or otherwise grant an interest in them to any person.

20 2 We may also at any time disclose any information about any of you, this deed and the Indebtedness to

- any of our associated companies,
- any prospective or actual transferee or grantee referred to in clause 20 1, and
- any other person considered by us to be concerned in the relevant or prospective transaction

21. Forbearance and severance

21 1 No delay or omission on our part in exercising any right, power or privilege under this deed 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

21 2 If any provision of this deed is or becomes invalid or unenforceable, the remainder of it shall not be affected and each provision shall be valid and enforceable to the fullest extent permitted by law

22. Governing law and jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law You submit, for our exclusive benefit, to the jurisdiction of the English Courts, but without prejudice to our right to commence proceedings against you in any other jurisdiction

23. Joint and separate liability

Unless the context otherwise requires, all covenants (except that in clause 2 1.1), guarantees, agreements and obligations on your part contained in this deed are given and entered into by you jointly and separately and shall be construed accordingly

24. Counterparts and commencement

24 1 This deed may be executed in any number of counterparts and by different parties to it in separate counterparts, each of which when executed and delivered shall be an original All such counterparts will together constitute one and the same instrument.

24 2 This deed shall come into effect on the date inserted by us on the front page and shall be binding on all those that have executed and delivered it, notwithstanding that any one or more companies that were intended to execute it may not do so or may not be effectually bound

24.3 This deed is designated as a Finance Document

25 Service of demands and notices

A demand or notice under this deed may be given on our behalf by any of our managers or officers in accordance with the notice provisions contained in clause 32 (*Notices and Agency*) of the Receivables Financing Agreement.

26 Release

26 1 Provided that an Event of Default has not occurred which is continuing, we will, at your request and cost, take whatever action is necessary to release or re-assign (without recourse or warranty) Assets from the security contained in this deed where such Assets may be disposed of in accordance with limbs (d) (e), (f) or (h) of the definition of Permitted Disposal, provided that (i) such release will only take effect at the time of disposal, and (ii) you will grant us such security as we may reasonably require over any assets acquired by you in accordance with those limbs of the definition of Permitted Disposal

26.2 Upon the expiry of the Security Period (but not otherwise) we shall, at your request and cost, take whatever action is necessary to release or re-assign (without recourse or warranty) the Assets from the security created or expressed to be created by or pursuant to this deed

This deed of guarantee and fixed and floating charge is executed by each of you and the Agent as a deed and signed by us

The First Schedule

Terms of the Guarantee

1 **Definitions**

In this schedule, "you" and "your" refer to each of you (which includes any company which accedes to this deed under clause 19 (with effect from the time of its accession)) in your character as a guarantor of the others of you under the guarantee contained in clause 2 1 2, 'guarantee" refers to that guarantee and 'Principal" describes each of you insofar as you are or may become liable to us for any Indebtedness otherwise than as a guarantor of the others of you under the guarantee

2 **Your right to crystallise your liability under the guarantee**

2 1 Any of you (a "crystallising guarantor") may crystallise (but for the future only) your liability under the guarantee following your giving notice in writing to us of your intention to do so, which notice will expire at midnight on the day three months after receipt of that notice by us or at another time specifically agreed in writing between you and us (the intervening period constituting the "Notice Period"). During the Notice Period we may continue to give credit and may make further advances to any Principal and the guarantee will apply to all such credit and advances. The guarantee will continue to be enforceable against the crystallising guarantor but its liability under the guarantee will, unless the guarantee becomes enforceable during the Notice Period, be crystallised (except as regards unascertained or contingent liabilities) at the end of the Notice Period and recoverability against it of the Indebtedness of each Principal will be limited to the amount of that Indebtedness at that time together with interest on that amount and our costs and charges relating to it (and interest on them)

2 2 If any of you gives notice in accordance with paragraph 2 1, we may break such accounts of all or any of you with us as we deem appropriate and open new accounts for the account-holders affected

2 3 The guarantee shall be incapable of termination except insofar as expressly permitted by paragraph 2 1

3. **Suspense account**

We may at any time (without prejudice to our other rights) place and keep for such time as we may think prudent any money received, recovered or realised under or by virtue of the guarantee on a separate or suspense account to the credit of either us or any of you (as we think fit), without any intermediate obligation on our part to apply it or any part of it in or towards discharge of the Indebtedness of any Principal However, we will not seek to recover from you any interest on that Indebtedness to the extent that interest would not have been payable if that money had been applied to that Indebtedness on its receipt by us

4 **Preservation of our rights**

4 1 The guarantee is to be in addition to and is not to prejudice or be prejudiced by any other guarantee or security (including any other guarantee signed by any of you) which we may hold now or in the future from or in respect of any Principal. Each of you will remain liable under the guarantee whether or not any other guarantee or security is valid and enforceable or continues in force. The guarantee may be enforced without our first making demand on any Principal or taking any steps or proceedings against any Principal or having recourse to any other guarantee or security, and notwithstanding any prior demand.

4 2 If the guarantee ceases for any reason to be binding on any of you as a continuing security in relation to any Principal, then we may break any account of the Principal and open a new account for it If that is done, no money then or subsequently credited to any new account shall have the effect of reducing the amount due to us on the original account. If that is not done, we shall still be treated as if we had done

so at the time of the cessation and as if all payments then or subsequently made by or on behalf of the relevant Principal to us had been credited to a new account with the same result.

4.3 None of you shall have any right to and you shall not

(a) make any claim (whether by way of proof in insolvency or otherwise) against any Principal or any property of any Principal,

(b) participate in any security held or money received by us on account of the Indebtedness of any Principal, or

(c) stand in our place in respect of any of that security or money,

until all Indebtedness of each Principal has been repaid in full

4 4 We may at any time (without affecting our rights under the guarantee) grant, extend, increase, renew, vary, determine or refuse any credit or facility to any Principal, or take, hold, exchange, vary, release, or abstain from perfecting or enforcing any guarantee or security held by us for the Indebtedness of any Principal, or compromise with or extend time or grant waivers, releases or any indulgence to any Principal or any co-surety, or make any arrangement, concession or settlement with any of them or do or omit or neglect to do anything whatever which, but for this provision, might exonerate or discharge the obligations of any of you under the guarantee (except for a specific written release given by us of those obligations)

4 5 After the guarantee becomes enforceable, no payment received by us from any source (except payment from a Principal specifically in respect of its Indebtedness in that capacity) will be treated (regardless of the manner in which we may deal with it in our books or otherwise) as reducing the liability of any of you to us under the guarantee, so that, until we have received payment in full of that Indebtedness, it will be deemed, as between us and each of you (and except for any such payment from the relevant Principal). to remain wholly unsatisfied.

4 6 The winding-up or dissolution of any Principal will not affect the liability of any of you under the guarantee and any sum payable to us at the date of the commencement of the winding-up or immediately prior to the dissolution (as the case may be) will be treated as continuing payable until actually paid in full

5 **Adjustments**

5 1 If the state of account between us and any Principal, by reference to which any Indebtedness is calculated for the purposes of the guarantee, requires adjustment at any time because of any insolvency law or because of any claim made against us by any office-holder (within the meaning of Section 234 of the Insolvency Act 1986) or any person performing a substantially similar function in any insolvency proceedings outside England and Wales, then, notwithstanding any other provision of the guarantee.

(a) the liability of each of you to us will be increased by any amount which we are required to pay or account for as a result of such adjustment, and

(b) we may treat any release or settlement made by us with any of you before any such adjustment is required as being of no effect and may recover from any of you the amount of any such adjustment.

5 2 If we are required because of any insolvency law to pay to any office-holder a sum of money referable to an amount paid to a third party out of any account of any Principal with us, the amount of that repayment shall be treated as and form part of the Indebtedness of the Principal for the purposes of the guarantee

5 3 If any claim is made against us under any insolvency law, we may agree the claim or settle it on any terms that we choose without asking for the agreement of any of you. If we do agree or settle the claim, each of you will be liable under the guarantee as if a court order had been made containing the terms that we have agreed Each of you will be jointly and severally responsible to pay on demand to us all costs and expenses that we properly incur in defending that claim.

5 4 We may keep any security for any Indebtedness in order to protect us against any possible claim under insolvency law for up to three years after all Indebtedness of each Principal has been satisfied. If a claim is made against us within that period, we may keep the security until that claim has finally been dealt with

6 **Your liability as principal debtor**

If any question shall arise as to the capacity of any Principal in relation to any dealing between it and us or as to the capacity, authority or power of any officer, employee or agent of any Principal to bind it to any transaction with us or as to whether any item recorded in our books or otherwise as constituting Indebtedness of any Principal is immediately due and payable, that question shall, as between us and each of you, be disregarded and each of you will for the purposes of the guarantee be and continue to be liable to us in respect of the relevant dealing, transaction and/or Indebtedness as if you were a principal debtor

7 **Evidence of Indebtedness**

Any admission or acknowledgement in writing by or on behalf of any Principal as to any amount of its Indebtedness or otherwise, or any judgment or award obtained by us against any Principal, or any proof by us in winding-up which is admitted, or any statement of account furnished by us (the correctness of which is certified by any of our officers or managers), will be conclusive and binding on each of you, except in the case of manifest error

8 **Payments**

8 1 All payments falling to be made by each of you under the guarantee will be made to us without any set-off or counterclaim and free from any deduction or withholding for or on account of any taxes or other charges in the nature of taxes imposed by any competent authority anywhere in the world, unless such deduction or withholding is required by law or practice

8 2 If any such deduction or withholding is so required to be made by or on behalf of any of you, you will pay to us any additional amount necessary to ensure that we receive and retain the full amount of the relevant payment as if that deduction or withholding had not been made

9 **Change in composition of the parties**

The guarantee shall remain effective notwithstanding any change in the composition of the parties to the guarantee

10 **Financial assistance**

Notwithstanding any other provision of this deed, the guarantee shall not operate to guarantee any money or liability if and insofar and for so long as it would not be lawful under Part 18, Chapter 2, of the Companies Act 2006 (prohibition of financial assistance by a company for the acquisition of its own shares) for the relevant money or liability to be guaranteed under this guarantee by the relevant guarantor

The Second Schedule

Form of Deed of Accession and Charge
(single company only)

This deed of accession and charge is made on . . . . . 20 by you

Registered Number: [◆]

in favour of us, **Barclays Bank PLC**, as security for your liabilities and those of others to us with the consent of the Agent.

Registered Number. [◆]

By executing this deed of accession and charge you accede to the deed of guarantee and fixed and floating charge dated . . . . . 20 given to us by the Agent and others and enter into covenants, guarantees and agreements and create charges as provided in this deed

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2. **Your accession to the Principal Deed**
3 **The charges you create**
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First Schedule **The Additional Original Securities**

1 Definitions

1 1 Expressions defined in the deed of guarantee and fixed and floating charge referred to on the front page (the "**Principal Deed**") and the principles of interpretation provided for in it will, unless the context otherwise requires, have the same meanings and apply in this deed.

1 2 The Additional Original Securities (as defined in clause 3.1 2(f) of this deed of accession and charge) shall be included in the definition of Original Securities (as such term is defined in the Principal Deed) for the purposes of the Principal Deed.

2 Your accession to the Principal Deed

2 1 You agree with us to be bound by the terms of the Principal Deed and to perform all your obligations (whether as guarantor, chargor or otherwise) under the Principal Deed with effect from the date of this deed as if you had been an original party to the Principal Deed.

2.2 You covenant to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by you to us in any manner

2 3 You guarantee the Indebtedness to us of all those companies which were original parties to the Principal Deed and which, at the date of this deed, remain as parties and of all other companies which have become parties through accession to the Principal Deed subsequently

2 4 You further guarantee the Indebtedness to us of all companies which in future may accede to the Principal Deed

2 5 The nature and extent of your liability as guarantor shall be as stated in the Principal Deed as if all its guarantee provisions were set out in full in this deed.

2.6 The Agent (on behalf of itself and the other companies which are parties to the Principal Deed) hereby agrees to your accession.

2 7 You irrevocably authorise the Agent to perform all acts and to sign all documents on your behalf for the purposes stated in clause 18 of the Principal Deed in the same terms as if you were an original party to it

3 The charges you create

3 1 By executing this deed, you charge to us with full title guarantee with the payment or discharge of all Indebtedness·

3 1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H M Land Registry;

3 1.2 by way of fixed charge

a) all freehold and leasehold Land in England and Wales now vested in you and registered at H.M. Land Registry;

b) all other Land which is now, or in the future becomes, your 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 you now or in the future under or in connection with any lease, agreement or licence relating to Land,

e) all your Securities,

f) all of the shares held by you more particularly described in the first schedule to this deed of accession and charge (the "**Additional Original Securities**"),

g) in relation to the Additional Original Securities, in each case all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference option, dividend, distribution, interest or otherwise in respect thereof,

h) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you

- which relate to Assets themselves subject to a fixed charge in our favour; or
- which are now or in the future deposited by you with us;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them) but for the avoidance of doubt, excluding any and all insurance and assurance contracts and policies expressed to be for the benefit of any person other than you,

i) all your goodwill and uncalled share capital for the time being;

j) all your Intellectual Property, present and future, including

- any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others,
- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world, and
- all trade secrets, confidential information and know-how owned or enjoyed by you now or in the future in any party of the world,

k) all Non-Vesting Debts now or in the future owing to you,

l) all Related Rights relating to any Non-Vesting Debts;

m) all Other Debts which are not effectively charged by any other provision of this clause 3 1 2,

n) all Excluded Proceeds,

o) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour, and

p) all amounts realised by an administrator or liquidator appointed to you upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986

3 1 3 by way of floating charge

a) all your Assets which are not effectively charged by the fixed charges detailed above, and

b) without exception all your Assets insofar as they are situated for the time being in Scotland

3 2 The above charges are created with the benefit of the covenants, conditions and provisions contained in the Principal Deed as if they were all repeated (amended as necessary) in full in this deed

4 Power of Attorney

Each of you, by way of security, irrevocably appoints us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise.

4 1 to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and

4 2 to perform any act,

in each case, which may be required of you (including, without limitation, any action which you are obliged to take pursuant to clause 6 (*Further Assurance*)) or may be deemed by the attorney necessary or desirable for any purpose of this deed, or to create or perfect any fixed security over any of the Assets or to convey or transfer legal ownership of any Assets.

5 Governing law and jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law You submit, for our exclusive benefit, to the jurisdiction of the English Courts, but without prejudice to our right to commence proceedings against you in any other jurisdiction.

First Schedule

The Additional Original Securities

Name of Security Obligor	Name of company in which shares are held	Company Number	Number of shares held
[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]

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BARCLAYS

This deed of accession and charge is executed by you and the Agent as a deed and signed by us and it will take effect on the date shown on the front page

Signed for Barclays Bank PLC

_____

Executed as a deed by IMPELLAM GROUP PLC

_____ Signature of Director

_____ Print Name of Director

_____ Signature of Director/Secretary

_____ 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 06511961

Executed as a deed by *[[Insert Customer Name]* **Limited**

_____ Signature of Director

_____ Print Name of Director

_____ Signature of Director/Secretary

_____ 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number *[Insert Registered Number]*

Resolution for Deed of Accession and Charge

At a Board Meeting of
(Company Registered Number), (the "**Company**")

held on the . ... (date)

It was resolved

1. THAT (after full and careful consideration of the terms of the Guarantee and Fixed and Floating Charge to Barclays Bank PLC dated .. .. and the Deed of Accession and Charge each produced to the meeting, the nature and scale of the liabilities to be undertaken by the Company and the commercial and financial consequences, direct and indirect, of executing or declining to execute the Deed of Accession and Charge so far as they affect the Company) it is in the best interests of, to the advantage and benefit of, and for the purposes of the business of, the Company and is most likely to promote the success of the Company for the benefit of its members as a whole to accede to the Guarantee and Fixed and Floating Charge by entering into the Deed of Accession and Charge

2 THAT the Deed of Accession and Charge, in which the Company accedes to the Guarantee and Fixed and Floating Charge (by virtue of which all parties named in it and all acceding parties (other than those previously released by the Bank) guarantee to the Bank the liabilities of one another to the Bank and create fixed and floating charges over all their assets and undertaking present and future as security for their liabilities including their guarantee liabilities) be approved

3 THAT the Company execute the Deed of Accession and Charge by affixing its common seal in the presence of one director and the company secretary who are hereby authorised to affix and attest the seal or, acting by (i) two directors or (ii) one director and the company secretary or (iii) one director in the presence of a witness, sign the Deed of Accession and Charge as a deed

Certified to be a true extract from the minutes of a meeting of the Board held on the above date.

. . . . Chairman of the Meeting

. . . . . Secretary of the Meeting

The Third Schedule

Original Securities

Name of Original Security Obligor	Name of company in which shares are held	Company Number	Number of shares held
Blue Arrow Holdings Limited	ADG Group Limited	01734222	20 ordinary shares
	Austin Benn Consultants Limited	02614883	700,002 ordinary shares
	Austin Benn Limited	02703463	1 ordinary share
	Blue Arrow Ltd	00641659	26,500,000 ordinary shares
	Blue Arrow Recruitment Solutions Limited	02054869	1 ordinary share
	STPL2 Limited	02588332	2 ordinary shares
	Workforce Solutions Limited	04951582	2 ordinary shares
	CSG Healthcare Limited	03140174	1 ordinary share
	People Direct Recruitment Services Limited	02292416	45,000 ordinary shares
			1 A ordinary shares
			450 preference bearer shares
	Medacs Healthcare Plc	02518546	1 ordinary share
	Blend Recruitment Limited	3205882	1 ordinary share
	Blue Arrow Services Limited	1135167	1 ordinary share
Blue Arrow Ltd	Blue Arrow Financial Services Limited	04496654	1 ordinary share
BMS Limited	Carlisle Staffing Services Holdings Limited	04167777	1 ordinary share
	Carlisle Cleaning Services Holdings Limited	02767975	4,000,000 ordinary shares
Carlisle Group Limited	BMS Limited	03654321	3 ordinary shares
	Capitol Group Limited	01698365	20 ordinary shares
	Chadwick Nott (Holdings) Limited	02999657	13629 B ordinary shares

Name of Original Security Obligor	Name of company in which shares are held	Company Number	Number of shares held
	Carlisle Events Services Limited	4170454	1 ordinary share
	The Corporate Services Group Limited	00490212	1 ordinary share
Carlisle Nominees Limited	BMS Limited	03654321	1 ordinary share
	Carlisle Group Limited	00511804	1 ordinary share
	Carlisle Retail Services (Luton) Plc	02980378	1 ordinary share
	Carlisle Staffing Plc	02873036	1 ordinary share
Carlisle Retail Services (Luton) Plc	Carlisle Interior Services Limited	04167161	10,000 ordinary shares
Carlisle Staffing Plc	Inter Pharma Limited	4416967	1 ordinary share
Carlisle Staffing Services Limited	Carlisle Staffing Plc	02873036	1,999,999 ordinary shares
	Celsian Group Limited	04284822	1 ordinary share
	Tate Appointments Limited	02845841	6 ordinary shares
Carlisle Staffing Services Holdings Limited	Carlisle Staffing Services Limited	02849488	6,000,000 ordinary shares
Carlisle Support Services Group Limited	Carlisle Retail Services (Luton) Plc	02980378	49,999 ordinary shares
	Carlisle Security Services Limited	2654100	21,100 ordinary shares
	Carlisle Cleaning Services Limited	2388687	550,000 non participating shares
			100 ordinary shares
Chadwick Nott (Holdings) Limited	Matrix Human Resource Limited	04162934	100 ordinary shares
Chrysalis Community Care Group Limited	Chrysalis Community Care (Bristol) Limited	04368782	200 ordinary shares
Impellam Group Plc	The Corporate Services Group Limited	00490212	1,077,215,855 ordinary shares
	Impellam UK Limited	06894542	100 ordinary shares
	Medacs Healthcare Group Limited	7880625	4,544,487 ordinary shares

Name of Original Security Obligor	Name of company in which shares are held	Company Number	Number of shares held
	Carlisle Support Services Group Limited	7880629	1,671,000 ordinary shares
Impellam UK Limited	Carlisle Group Limited	00511804	563,813,928 ordinary shares
			1,000,000 preferred ordinary shares
	Carlisle Nominees Limited	03368331	100 ordinary shares
	Science Recruitment Group Limited	02681320	100 ordinary shares
	ABC Contract Services Limited	01189888	3,104,971 ordinary shares (beneficial)
	Carbon60 Limited	2209742	17,800,000 ordinary shares (beneficial)
	Impellam International UK Group Limited	8105812	1,000 ordinary shares
	Impellam Technical Solutions Limited	8105806	1,000 ordinary shares
Medacs Healthcare Plc	Translocation UK Limited	04498235	1 ordinary share
Medacs Healthcare Group Limited	The Recruitment Group Limited	03189412	10 ordinary shares
	Medacs Healthcare Plc	02518546	49,999 ordinary shares
	PRN Recruitment Limited	2099264	1,250 deferred shares
			1,250 bearer shares
	Chrysalis Community Care Group Limited	1142361	30 deferred shares
			30 ordinary bearer shares
	Medacs Healthcare Australasia Group Limited	3120991	2,500 A ordinary shares
			50,000 ordinary shares
			510,000 B ordinary bearer shares
The Corporate Services Group Limited	Austin Benn Group Limited	02705037	1 ordinary share
	Blue Arrow Holdings Limited	2586484	1,334,342 ordinary shares
			26,722,000 cumulative

Name of Original Security Obligor	Name of company in which shares are held	Company Number	Number of shares held
			redeemable preference shares
	Comensura Limited	04085767	7,500,000 A ordinary shares
	Laybridge Limited	03407312	2 ordinary shares

Execution page for this deed of guarantee and fixed and floating charge

Signed for Barclays Bank PLC

[redacted]

Executed as a deed by ABC CONTRACT SERVICES LIMITED

_____ Signature of Director

_____ Print Name of Director

_____ Signature of Director/Secretary

_____ 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 01189888

Execution page for this deed of guarantee and fixed and floating charge

Signed for Barclays Bank PLC

_____

Executed as a deed by **ABC CONTRACT SERVICES LIMITED**

[redacted] Signature of Director

ANDREW GUCCIARDI Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 01189888

Executed as a deed by AUSTIN BENN CONSULTANTS LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02614883

Executed as a deed by BLEND RECRUITMENT LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 03205882

Executed as a deed by BLUE ARROW FINANCIAL SERVICES LIMITED

[redacted] Signature of Director

ANDREW BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 04496654

Executed as a deed by BLUE ARROW HOLDINGS LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02586484

Executed as a deed by BLUE ARROW LTD

[redacted] Signature of Director

ANDREW BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 00641659

Executed as a deed by BLUE ARROW RECRUITMENT SOLUTIONS LIMITED

[redacted] Signature of Director

ANDREW BURKHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02054869

Executed as a deed by BLUE ARROW SERVICES LIMITED

[redacted] Signature of Director

ANDREW BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 01135167

Executed as a deed by BMS LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 03654321

Executed as a deed by CARLISLE CLEANING SERVICES LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02388687

Executed as a deed by CARLISLE CLEANING SERVICES HOLDINGS LIMITED

[redacted] Signature of Director

ANDREW BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02767975

Executed as a deed by CARLISLE GROUP LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 00511804

Executed as a deed by CARLISLE EVENTS SERVICES LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 04170454

Executed as a deed by CARLISLE INTERIOR SERVICES LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 04167161

Executed as a deed by CARLISLE NOMINEES LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 03368331

Executed as a deed by CARLISLE RETAIL SERVICES (LUTON) PLC

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02980378

Executed as a deed by CARLISLE SECURITY SERVICES LIMITED

[redacted] Signature of Director

ANDREW BURKHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02654100

Executed as a deed by CARLISLE STAFFING PLC

[redacted] Signature of Director

ANDREW BURCHILL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02873036

Executed as a deed by CARLISLE STAFFING SERVICES LIMITED

[redacted] Signature of Director

ANDREW BURKHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02849488

Executed as a deed by CARLISLE STAFFING SERVICES HOLDINGS LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 04167777

Executed as a deed by CARLISLE SUPPORT SERVICES GROUP LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 07880629

Executed as a deed by CELSIAN GROUP LIMITED

[redacted] Signature of Director

ANDREW [redacted] BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 04284822

Executed as a deed by CHADWICK NOTT (HOLDINGS) LIMITED

[redacted] Signature of Director

ANDREW BURNHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02999657

Executed as a deed by CHRYSALIS COMMUNITY CARE (BRISTOL) LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 04368782

Executed as a deed by CHRYSALIS COMMUNITY CARE GROUP LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 01142361

Executed as a deed by COMENSURA LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 04085767

Executed as a deed by IMPELLAM GROUP PLC

[redacted] Signature of Director

ANDREW BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 06511961

Executed as a deed by IMPELLAM INTERNATIONAL UK GROUP LIMITED

[redacted] Signature of Director

ANDREW BURLTHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 08105812

Executed as a deed by IMPELLAM TECHNICAL SOLUTIONS LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 08105806

Executed as a deed by IMPELLAM UK LIMITED

[redacted] Signature of Director

ANDREW RUCHTMAN Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 06894542

Executed as a deed by LAYBRIDGE LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 03407312

Executed as a deed by MEDACS HEALTHCARE AUSTRALASIA GROUP LIMITED

[redacted] Signature of Director

ANDREW BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 03120991

Executed as a deed by MEDACS HEALTHCARE GROUP LIMITED

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 07880625

Executed as a deed by MEDACS HEALTHCARE PLC

[redacted] Signature of Director

ANDREW BURKHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02518546

Executed as a deed by PRN RECRUITMENT LTD

[redacted] Signature of Director

ANDREW BUCCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 02099264

Executed as a deed by CARBON60 LIMITED

[redacted] Signature of Director

ANDREW BURNHAM Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 02209742

Executed as a deed by SCIENCE RECRUITMENT GROUP LTD

[redacted] Signature of Director

ANDREW BURCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 02681320

Executed as a deed by THE CORPORATE SERVICES GROUP LIMITED

[redacted] Signature of Director

ANDREW BIRCHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATTON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC.

Company's Registered Number 00490212

Executed as a deed by THE RECRUITMENT GROUP LIMITED

[redacted] Signature of Director

ANDREW BURKHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 03189412

Executed as a deed by TRANSLOCATION UK LIMITED

[redacted] Signature of Director

ANDREW BALLHALL Print Name of Director

[redacted] Signature of Director/Secretary

REBECCA WATSON 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 you or who resides at the same address as you or is an employee of Barclays Bank PLC

Company's Registered Number 04498235