

MG01

100901

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge in
company. To do this, please use
form MG01s

THURSDAY



L236SQ4A

LD2

28/02/2013

#272

COMPANIES HOUSE

1

Company details

Company number

0 4 1 6 7 7 7 7

Company name in full

Carlisle Staffing Services Holdings Limited (the "**Chargor**")

For official use

3

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

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d 2 d 6 m 0 m 2 y 2 y 0 y 1 y 3

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Guarantee and Fixed and Floating Charge (the "**Debenture**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Any obligation for the payment or repayment by the Charging Companies to
Barclays 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 the Charging Companies to a third party which
subsequently becomes payable to Barclays by assignment or otherwise and
including principal, interest, commission, fees, charges, costs and expenses
which Barclays may charge to the Charging Companies in the course of
Barclays' business or incur in respect of the Charging Companies' affairs to
the extent due and payable by the Charging Companies in accordance with
the terms of the Finance Documents (and all such interest which Barclays
charges to the Charging Companies shall be determined in accordance with
the terms of the relevant Finance Document and shall, where no such
determination is made, be calculated and compounded in accordance with
Barclays' usual practice, before and also after any demand or judgment)
("Indebtedness")

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Barclays Bank PLC ("Barclays")

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see continuation pages

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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 registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Charles Thain

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 020 7153 7305

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

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

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. COVENANT TO PAY

1 1 By executing the Debenture, the Chargor

1 1 1 covenanted to pay or discharge to Barclays on Barclays' demand in writing all Indebtedness at the date of Debenture or in the future due, owing or incurred (before or after that demand) by the Charging Companies to Barclays in any manner, and

1 1 2 covenanted and guaranteed that it will on Barclays' demand in writing pay or discharge all Indebtedness at the date of the Debenture or in the future due, owing or incurred (before or after that demand) by the Charging Companies to Barclays in any manner (except as a guarantor under the Debenture)

1 2 The guarantee contained in clause 2 1 2 of the Debenture (as set out in paragraph 1 1 2 of this form) is given subject to, and with the benefit of, the provisions set out in the first schedule of the Debenture by the Chargor separately and also jointly with every other Charging Company except the guaranteed Charging Company

1 3 The making of one demand under the Debenture will not preclude Barclays from making any further demands

2. CHARGES CREATED

2 1 By executing the Debenture the Chargor charged to Barclays (such that each charge listed below is a separate charge in relation to the Chargor) with full title guarantee for the payment or discharge of all Indebtedness

2 1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H M Land Registry;

2 1 2 by way of fixed charge

(a) all freehold and leasehold Land in England and Wales now vested in the Chargor and registered at H M Land Registry,

(b) all other Land which is now, or in the future becomes, the Chargor's property,

(c) all plant and machinery now or in the future attached to any Land,

(d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land,

(e) all of the Chargor's Securities,

(f) all of the Chargor's Original Securities (other than the

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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 the Chargor

- which relate to Assets themselves subject to a fixed charge in the Chargor's favour, or
- which are now or in the future deposited by the Chargor with Barclays,

together with all the Chargor's 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 the Chargor,

(i) all of the Chargor's goodwill and uncalled share capital for the time being,

(j) all of the Chargor's Intellectual Property, present and future, including

- any Intellectual Property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others,
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor 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 the Chargor now or in the future in any part of the world,

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(l) all Related Rights relating to any Non-Vesting Debts,</p> <p>(m) all Other Debts which are not effectively charged by any other provision of clause 3 1 2 of the Debenture (as set out in paragraph 2 1 2 of this form),</p> <p>(n) all Excluded Proceeds,</p> <p>(o) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in Barclays' favour,</p> <p>(p) all amounts realised by an administrator or liquidator appointed to the Chargor upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986</p> <p>(q) all of the Chargor's Strike-Off Securities,</p> <p>(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,</p> <p>2 1 3 by way of floating charge</p> <p>(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and</p> <p>(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that, except for any Permitted Encumbrance, the Chargor shall not without Barclays' prior written consent</p> <ul style="list-style-type: none"> 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 <i>pari passu</i> with or subject to, this floating charge), <p>take any other step referred to in clause 5 1 of the Debenture (as set out in paragraph 4 1 of this form) with respect to any of the Floating Charge Assets, or</p> <ul style="list-style-type: none"> 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 	

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Short particulars	<p>2 2 Barclays may at any time crystallise any floating charge created in clause 3 1 3 of the Debenture (as set out in paragraph 2 1 3 of this form) into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by Barclays to the relevant Original Security Obligor in relation to any or all Floating Charge Assets, as Barclays specifies in the notice</p> <p style="padding-left: 100px;">(a) if it considers it desirable to do so in order to protect or preserve the Security Interest created by the Debenture, and/or</p> <p style="padding-left: 100px;">(b) at any time after an Event of Default which is continuing</p> <p>2 3 Subject to the rights of any prior mortgagee, the Chargor must</p> <p style="padding-left: 20px;">2 3 1 promptly deposit with Barclays for Barclays' retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 of the Debenture (as set out in paragraph 2 1 of this form) 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 (<i>Original Securities</i>) to the Debenture (as set out in the Schedule to this form),</p> <p style="padding-left: 20px;">2 3 2 promptly execute and deliver to Barclays such stock transfer forms in blank and other documents as Barclays 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 Barclays to vest the same in Barclays or their nominees or in any purchaser,</p> <p style="padding-left: 20px;">2 3 3 execute and deliver to Barclays any documents and transfers Barclays require at any time to constitute or perfect an equitable or legal charge or a pledge (at Barclays' option) over Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions Barclays may require to achieve this, and</p> <p style="padding-left: 20px;">2 3 4 upon Barclays demand in writing, deposit with Barclays for its retention all or any of the Retained Documentation</p> <p>2 4 Unless and until the Debenture becomes enforceable or Barclays directs otherwise</p> <p style="padding-left: 20px;">2 4 1 the Chargor may continue to exercise all voting and other rights attaching to Securities and Original Securities as long as the Chargor remains their registered owner,</p> <p style="padding-left: 20px;">2 4 2 if Securities and the Original Securities are registered in Barclays' nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions that the Chargor issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights, and</p> <p style="padding-left: 20px;">2 4 3 the Chargor shall at all times (unless otherwise directed in writing by Barclays)</p>	

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Short particulars	<p>ensure that the exercise or non-recourse of its rights under clauses 3 4 1 and 3 4 2 of the Debenture (as set out in paragraphs 2 4 1 and 2 4 2 above) is not inconsistent with any provision of the Debenture or the Receivables Financing Agreement and will not have a material adverse effect on the value of the Original Securities or otherwise prejudice Barclays' interests</p> <p>2 5 Any mortgage, fixed charge or other fixed security which the Chargor creates in Barclays' favour will have priority over the floating charge created by clause 3 1 3 of the Debenture (as set out in paragraph 2 1 3) unless Barclays states otherwise on or after its creation</p> <p>2 6 Any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in Barclays' favour) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture</p> <p>3. COLLECTING NON-VESTING DEBTS AND RECEIVABLES</p> <p>3 1 The Chargor agreed that it will only deal with the Non-Vesting Debts as if they were Debts purchased by Barclays 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</p> <p>3 2 The Chargor must collect and realise all its Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with Barclays, or into any other account designated by Barclays, in each case on such terms as Barclays may direct Pending that payment, the Chargor will hold all money so received upon trust for Barclays separate from the Chargor's own money</p> <p>3 3 To the extent not a Permitted Encumbrance of Permitted Disposal, the Chargor may not, without Barclays' prior written consent, charge, factor, discount, assign, postpone, subordinate or waive the Chargor's rights in respect of any Receivables in favour of any other person other than Barclays nor purport to do so</p> <p>3 4 If proceeds of Receivables are credited or transferred to any account of the Chargor, Barclays shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilise or withdraw money from that account (whether or not it is in credit) and Barclays may in its sole discretion at any time transfer all or any part of the money standing to the credit of that account to any other account of the Chargor with Barclays or to an account in Barclays' own name</p> <p>3 5 The Chargor requested and agreed that Barclays should deal with Excluded Proceeds as if they were the proceeds of Debts assigned to Barclays under the Receivables Financing Agreement</p> <p>4. NEGATIVE PLEDGE AND OTHER RESTRICTIONS</p> <p>The Chargor may not, except with Barclays' prior written consent</p> <p>4 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 the Chargor's Assets, or permit any lien to arise</p>	

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Short particulars	<p>or subsist over any of the Chargor's Assets,</p> <p>4 2 to the extent not a Permitted Disposal, sell, assign, lease, license or sub-license, or grant any interest in, the Chargor's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p> <p>4 3 In relation to the Original Securities</p> <p>4 3 1 the Chargor represented and warranted in favour of Barclays that as at the date of the Debenture the details contained in the third schedule to the Debenture (as set out in the Schedule to this form)</p> <p>(a) are true and accurate, and</p> <p>(b) comprises all of the securities held by the Chargor in another Original Security Obligor 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) of the Debenture,</p> <p>4 3 2 to the extent not a Permitted Disposal, the Chargor covenanted that it 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) of the Debenture) or any part thereof or attempt or agree so to do,</p> <p>4 3 3 the Chargor agreed 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 a Security Obligor. If so required in writing by Barclays, the Chargor agreed 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,</p> <p>4 3 4 save in accordance with clause 4 4 of the Receivables Financing Agreement (<i>Condition subsequent</i>), the Chargor undertook in respect of its shares which are Original Securities that (i) save as otherwise agreed, since the Commencement Date the Chargor has not made and (ii) save as otherwise agreed with Barclays, from the Amendment Date will not make</p> <p>(a) any alteration to the Chargor's memorandum and articles of association which would in any way adversely affect the rights attaching to the Original Securities, or</p> <p>(b) any other material modification or variation to its memorandum and articles of association,</p> <p>4 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</p>	

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by Barclays pursuant to the Consent Letters, the Chargor undertook in respect of its shares which are Original Securities that it 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 holding the shares at the date of the Debenture (as more described at column one of the third schedule, as set out in the Schedule to this form), (ii) ranking *pari passu* with the relevant Original Securities, and (iii) in respect of which clause 5.3.3 of the Debenture is complied with, and

4.3.6 in respect of the Chargor's shares which are Original Securities, the Chargor undertook to procure compliance with clauses 5.3.4 and 5.3.5 of the Debenture by the Original Security Obligor whose shares it holds

5. FURTHER ASSURANCE

The Chargor must on Barclays' demand in writing execute and deliver to Barclays at the Chargor's cost any document that Barclays, in its reasonable opinion, reasonably requires 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 Barclays under the Debenture, or to give full effect to the Debenture, or to vest title to any of the Assets in Barclays or its nominee or any purchaser

6. CONTINUING SECURITY

The Debenture will remain a continuing security in Barclays' favour, 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 it may have now or in the future in respect of any of the Assets for the payment of any Indebtedness

7. LEASES, POSSESSION, CONSOLIDATION OF MORTGAGES

7.1 To the extent not a Permitted Disposal, the Chargor may not, without Barclays' prior written consent, exercise any power of leasing, or accepting surrenders of leases of, any of the Chargor's 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

7.2 To the extent not a Permitted Disposal, the Chargor may not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any of its Land or share the occupation of it with any other person, or agree to do so, without Barclays' prior written consent

7.3 Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, will not apply to the Debenture

8. APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR

8.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Debenture. The Debenture shall become immediately enforceable upon the occurrence of an Event of

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Short particulars	<p>Default which is continuing in relation to any Charging Company</p> <p>8 2 At any time on or after the security in the Debenture has become enforceable in accordance with clause 13 1 (<i>Appointment of a Receiver or an administrator</i>) of the Debenture, Barclays 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 the Chargor</p> <p>8 3 Where Barclays appoint more than one person as Receiver or administrator, they shall have power to act separately unless Barclays specify to the contrary in the appointment</p> <p>8 4 Barclays may from time to time determine the remuneration of the Receiver</p> <p>8 5 Once a Receiver is appointed, Barclays 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</p> <p>8 6 The Receiver will be the agent of the 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 Barclays' agent</p> <p>8 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 Barclays' own powers), the Receiver will have power with or without the concurrence of others</p> <ul style="list-style-type: none"> 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 the Chargor and the money so paid will be deemed to be an expense properly incurred by the Receiver; g) to pay Barclays' proper charges for time spent by its 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 <p>8 8 Neither Barclays nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by Barclays or him or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a</p>	

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mortgagee may be liable as such

8 9 Subject to section 45 of the Insolvency Act 1986, Barclays may at any time remove a Receiver from all or any of the Assets of which he is the Receiver

9. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably appoints Barclays (whether or not a Receiver or administrator has been appointed) and any Receiver separately as the Chargor's attorney (with full power to appoint substitutes and to delegate) with power in the Chargor's name or on the Chargor's behalf and as the Chargor's act and deed or otherwise

9 1 to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and

9 2 to perform any act,

in each case, which may be required of the Chargor (including, without limitation, any action which the Chargor is obliged to take pursuant to clause 6 (*Further Assurance*) of the Debenture (as set out in paragraph 5 of this form)) or may be deemed by the attorney necessary or desirable for any purpose of the Debenture, or to create or perfect any fixed security over any of the Assets or to convey or transfer legal ownership of any Assets

10. SET-OFF

Barclays may retain any money standing to the credit of the Chargor with Barclays (in any currency, in any country and whether or not in the Chargor's name) as cover for the Indebtedness Barclays may apply all or any of that money in satisfaction of all or part of the Indebtedness as it may select (whether presently payable or not) Barclays may also use that money to purchase any other currency required for this purpose

11. DEFINITIONS

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

"Charging Companies" mean the Chargor and each Original Security Obligor and any company which accedes to the Debenture and "Charging Company" means any one of them

"Debts" means any obligation due to the Chargor under a contract between the Chargor 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,

"Event of Default" has the meaning given to that term in the Receivables Financing Agreement,

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

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"Finance Documents" has the meaning given to it in the Receivables Financing Agreement,

"Floating Charge Assets" means, those of the Chargor's Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture, but only insofar as concerns that floating charge,

"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,

"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 Barclays 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 Chargor as specified in the third schedule (Original Securities) to the Debenture (as set out in the Schedule to this form),
- (b) any Additional Original Securities as defined in any deed of accession and charge to the Debenture, and
- (c) any shares held or issued by the Chargor after the date of the Debenture the certificates for which are now or in the future deposited by the Chargor with Barclays or which, if uncertificated, are held in an escrow or other account in Barclays' favour or held in Barclays' name or that of Barclays' nominee or to Barclays' order,

"Original Security Obligors" means the companies defined as such in the Debenture and includes the Chargor

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

"Permitted Disposal" has the meaning given to that term in the Receivables Financing Agreement,

"Permitted Encumbrance" has the meaning given to that term in the Receivables Financing Agreement,

"Receivables Financing Agreement" means the receivables financing agreement, originally dated

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>14 March 2008 entered into between, among others (1) Barclays, (2) the Security Obligors and (3) Impellam Group plc as amended on 6 May 2008 and 14 February 2011 and as amended and restated on or about the date of the Debenture (as further amended, varied, supplemented or replaced from time to time),</p> <p>"Receiver" means every person Barclays appoints as a receiver and manager under clause 13 of the Debenture, including any substituted receiver and manager,</p> <p>"Related Rights" means in relation to any Debts or returned goods – any of the following</p> <ul style="list-style-type: none"> • all the Chargor's rights at law as an unpaid vendor or provider of services under a contract of sale but without any obligation on Barclays to complete a contract of sale, • the benefit of all insurances, • all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities, • all the Chargor's rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt or its Related Rights, and • all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason <ul style="list-style-type: none"> • reject or give notice of rejection, or • return or attempt to or wish to return to the Chargor or Barclays, or • which the Chargor or Barclays recover from a debtor, <p>"Retained Documentation" means all or any title deeds and documents which the Chargor is not otherwise obliged to deposit with Barclays and which relate to an Asset charged under clause 3 1 of the Debenture,</p> <p>"Securities" means, in relation to the Chargor (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,</p> <p>"Security Interest" has the meaning given to that term in the Receivables Financing Agreement,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Security Obligor" has the meaning given to that term in the Receivables Financing Agreement,</p> <p>"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 (<i>Original Securities</i>) to the Debenture,</p> <p>"Trust Account" has the meaning given to that term in the Receivables Financing Agreement,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The 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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

			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	4 ordinary shares
	Capitol Group Limited	01698365	20 ordinary shares
	Chadwick Nott (Holdings) Limited	02999657	13629 B ordinary shares
	Carlisle Events Services Limited	4170454	1 ordinary share
	The Corporate Services Group Limited	00490212	1 ordinary share

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Carlisle Nominees Limited	BMS Limited	03654321	1 ordinary share
	Carlisle Group Limited	00511804	1 ordinary share
	Carlisle Retails 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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

	Carlisle Support Services Group Limited	7880629	1,671,000 ordinary shares
Impellam UK Limited	Carlisle Group Limited	00511804	564,813,929 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)
	S Com Group Ltd	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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

	Blue Arrow Holdings Limited	2586484	1,334,342 ordinary shares
			26,772,000 cumulative redeemable preference shares
	Comensura Limited	04085767	7,500,000 A ordinary shares
	Laybridge Limited	03407312	2 ordinary shares



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4167777
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND FIXED AND
FLOATING CHARGE DATED 26 FEBRUARY 2013 AND CREATED
BY CARLISLE STAFFING SERVICES HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CHARGING COMPANIES TO BARCLAYS BANK PLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 28 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2013

