

MG01

Particulars of a mortgage or charge



014297/13  
**iris**  
LASERFORM

**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**

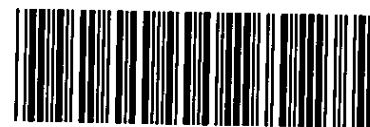
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

THURSDAY



LD3 \*LK6I2MVC\* 344  
26/08/2010  
COMPANIES HOUSE

**1**

**Company details**

Company number 4 1 7 1 6 9 2

Company name in full Blue Group International Holdings Limited (the "Chargor")

4 For official use

→ **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 d1 d8 m0 m8 y2 y0 y1 y0

**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 An Omnibus Guarantee and Set-Off Agreement (OGSA) dated 18 August 2010 (the "Agreement")

**4**

**Amount secured**

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

Amount secured The aggregate of Principals' Liabilities and all other money and  
liabilities payable by the Companies under the Agreement (the  
"Secured Obligations")

In this form MG01 the following terms shall have the following  
meanings

(Cont)

**Continuation page**

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

# MG01 - continuation page

## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**Attorney** means Healthcare Locums plc (registered in England with company number 4736913),

**Companies** means the Attorney and the other companies named in schedule 1 of the Agreement (please see schedule 1 below) (any such expression shall include any company executing a deed pursuant to sub-clause 21 1 of the Agreement but shall not include any company released pursuant to sub-clause 21 2 of the Agreement as from the date of its release) and each or any of them severally and Company means any one of them, and

**Principals' Liabilities** means

(a) all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred from or by any one or more of the Principals to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including

(i) in the case of the liquidation, administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and

(ii) in the event of the discontinuance of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal,

(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Banks base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

(c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due

**Schedule 1**

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Particulars of a mortgage or charge

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Amount secured			
Please give us details of the amount secured by the mortgage or charge			
Amount secured			
	<b>Name</b>	<b>Registration number (or equivalent, if any)</b>	<b>Jurisdiction of Incorporation</b>
	1 Allied Health Professionals Limited	5790018	England
	2 BBL Medical Recruitment Limited	5716382	England
	3 Blue Group International Holdings Limited	4171692	England
	4 Blue Group International Limited	3710864	England
	5 Docshop Limited	5790004	England
	6 HCL Dubai Limited	5755169	England
	7 HCL GPS Limited	5130842	England
	8 HCL Healthcare Limited	3496076	England
	9 Healthcare Locums Plc	4736913	England
	10 JCJ Group Limited	4469671	England
	11 JCJ Holdings Limited	4402407	England
	12 JCJ Limited	2273072	England
	13 Medical Technical Limited	3989591	England
	14 Nurselink Worldwide Limited	5804412	England
	15 Orion Locums Limited	5980817	England
	16 Recruitment Specialist Group Limited	3216930	England
	17 Thames Medics Limited	3069773	England
	18 MJV Locums Limited	07305911	England
	19 HCL International Pty Limited	ACN134588837	Australia

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## Particulars of a mortgage or charge

**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	Lloyds TSB Bank plc (the "Bank")							
Address	25 Gresham Street, London							
Postcode	E	C	2	V		7	H	N
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

The Chargor with full title guarantee charged its Credit Balances to the Bank to secure repayment of the Secured Obligations

NOTE By Clause 14 7 of the Agreement, the Chargor agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to all or any of the accounts for the time being of the Chargor with the Bank or any sum or sums standing to the credit of any one or more of such accounts, or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank)

In this form MG01 the following term shall have the following meaning

**Credit Balance** means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and "**Credit Balances**" means all of them

### Particulars of a mortgage or charge

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

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

Commission allowance  
or discount

Nil

### Delivery of instrument

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 870). 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).

**Signature**

Signature

Signature

X Adolphus Gubrod LLP X

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

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## Particulars of a mortgage or charge



### 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 AHMEN / 13845-1437

Company name Addleshaw Goddard LLP

Address BOX 500

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX

Telephone 0207 160 3237



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



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

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

COMPANY NO. 4171692  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN OMNIBUS GUARANTEE AND  
SET-OFF AGREEMENT DATED 18 AUGUST 2010 AND CREATED  
BY BLUE GROUP INTERNATIONAL HOLDINGS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
ONE OR MORE OF THE PRINCIPALS TO LLOYDS TSB 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 26 AUGUST  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER  
2010

C C -



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES