

MG01

Particulars of a mortgage or charge

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✓ **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 for**
You cannot use this form to register
particulars of a mortgage or charge
in Scotland or the Republic of Ireland
To do this you must use form MG01s

S
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SATURDAY



RCS 11/02/2012 #75
COMPANIES HOUSE

LD3 20/02/2012 #32
COMPANIES HOUSE

A16 11/02/2012 #346
COMPANIES HOUSE



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

All fields are mandatory unless
specified or indicated by *

1 **Company details**

Company number 0 7 8 8 0 6 2 5

Company name in full Medacs Healthcare Group Limited (the "Company")

2 **Date of creation of charge**

Date of creation d0 d8 m0 m2 y2 y0 y1 y2

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 Debenture (the "Deed")

4 **Amount secured**

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

Amount secured All money and liabilities covenanted to be paid or
discharged by the RFA Security Obligors (or any of
them to Barclays under the Finance Documents) (the
"Secured Sums").

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 Sales Finance Division, Churchill Plaza,
Churchill Way, Basingstoke, Hampshire

Postcode R G 2 1 7 G 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 attached continuation pages.

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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. Creation of charges and security assignments

1.1 The Company charged to Barclays (such that each charge listed below is a separate charge in relation to each Security Obligor) as continuing security with full title guarantee for the payment or discharge of all Secured Sums:

1.1.1 by way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at the Land Registry,

1.1.2 by way of fixed charge:

- (a) all Land in England and Wales now vested in the Company and registered at the Land Registry;
 - (b) all other Land which is now, or in the future becomes, the Company's property;
 - (c) all plant and machinery now or in the future attached to any Land of the Company;
 - (d) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land of the Company;
 - (e) all of the Company's Securities,
 - (f) all of the Original Securities of the Company,
 - (g) in relation to the 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 the Company:
 - 1. which relate to Assets themselves subject to a fixed charge given by the Company in favour of Barclays; or
 - 11. which are deposited by the Company with Barclays,
- together with all of the Company'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

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Short particulars	<p>to be for the benefit of any person not being the Company;</p> <p>(1) all of the Company's goodwill and uncalled share capital for the time being;</p> <p>(j) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;</p> <p>(k) all trade secrets, confidential information and know-how owned or enjoyed by the Company now or in the future in any part of the world;</p> <p>(l) all of the Company's rights, title and interest in and to the Customer Databases;</p> <p>(m) all Non-Vesting Debts and their proceeds now or in the future owing to the Company;</p> <p>(n) all Related Rights relating to any Non-Vesting Debts;</p> <p>(o) all Other Debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);</p> <p>(p) all Excluded Proceeds;</p> <p>(q) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Charged Asset, and</p> <p>(r) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986;</p> <p>1.1.3 by way of floating charge:</p> <p>(a) all of the Company's Assets which are not effectively charged by the fixed charges detailed above; and</p> <p>(b) without exception all of the Company's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Company agrees that, except for any Permitted Encumbrance, it shall not without Barclays'</p>	

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Short particulars	<p>prior written consent:</p> <ul style="list-style-type: none"> (c) create any mortgage or any fixed or floating charge or other security over any of its Floating Charge Assets (whether having priority over, or ranking <i>pari passu</i> with or subject to, this floating charge); (d) take any other step referred to in clause 5.1 of the Deed with respect to any of its Floating Charge Assets; or (e) sell, transfer, part with or dispose of any of its Floating Charge Assets except by way of disposal in the ordinary course of business. <p>1.2 Barclays may at any time crystallise any of the floating charges created in respect of the Company in clause 3.1.3 of the Deed into a fixed charge, or subsequently reconvert any or all of them into floating charges, by notice in writing given at any time by Barclays to the Company in relation to any or all of the Floating Charge Assets, as Barclays specify in the notice:</p> <p>1.2 1 if it considers it desirable to do so in order to protect or preserve the Security Interest created by this guarantee and debenture; and/or</p> <p>1.2 2 at any time after an Event of Default which is continuing.</p> <p>1.3 The Company has agreed</p> <p>1.3 1 to promptly deposit with Barclays for their retention all share certificates relating to the Original Securities;</p> <p>1.3 2 to 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>1.3.3 to execute and deliver to Barclays any documents and transfers Barclays may require at any time to constitute or perfect an equitable or legal charge or a pledge (at Barclays' option) over any 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>1.3.4 that upon Barclays' demand in writing they will each deposit with Barclays for Barclays' retention all or any of the</p>	

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Short particulars	<p style="text-align: center;">Retained Documentation.</p> <p>1.4 Unless and until the Deed becomes enforceable in accordance with the terms of clause 15.1 of the Deed:</p> <p style="padding-left: 40px;">1.4.1 the Company may continue to exercise all voting and other rights attaching to Securities and Original Securities as long as the Company remains their registered owner;</p> <p style="padding-left: 40px;">1.4.2 if the 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 issued by the Company 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: 40px;">1.4.3 the Company shall at all times (unless otherwise directed in writing by Barclays) ensure that the exercise or non-exercise of its rights under clauses 3.4.1 and 3.4.2 of the Deed is not inconsistent with any provision of the Deed or the Receivables Financing Agreement and will not have a material adverse effect on the value of the Original Securities or otherwise prejudice the interests of Barclays.</p> <p>1.5 Any mortgage, fixed charge or other fixed security which the Company creates in Barclays' favour will have priority over the floating charge created by clause 3.1.3 of the Deed unless Barclays state otherwise on or after its creation.</p> <p>1.6 Any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in Barclays' favour) shall be expressed to be subject to the Deed shall rank in order of priority behind the mortgages and charges created by the Deed.</p> <p>2. Negative pledge and other restrictions</p> <p>2.1 The Company has agreed that it will not, except with Barclays' prior written consent:</p> <p style="padding-left: 40px;">2.1.1 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 Charged Assets, or permit any lien to arise or subsist over any of the Charged Assets,</p> <p style="padding-left: 40px;">2.1.2 to the extent not a Permitted Disposal, sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights or the Customer Databases, 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>

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Short particulars	<p>2.2 In relation to the Original Securities:</p> <p>2.2.1 the Company hereby represents and warrants in favour of Barclays that as at the Effective Date the details contained in Schedule 2</p> <p>(a) are true and accurate; and</p> <p>(b) comprise all Securities held by the Company in the company whose name is set against its name and whose shares are subject to the fixed charge contained at clause 3.1.2(f) of the Deed;</p> <p>2.2.2 to the extent not a Permitted Disposal, the Company hereby covenants 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 clause 3.1.2(g) of the Deed) or any part thereof or attempt or agree so to do;</p> <p>2.2.3 the Company has agreed to forthwith notify Barclays of any acquisition or receipt by the Company 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 company. If so required in writing by Barclays, the Company agrees 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 Secured Sums as Barclays shall require;</p> <p>2.2.4 save in accordance with clause 5.3 of the Receivables Financing Agreement (Condition subsequent), the Company whose shares are Original Securities has undertaken that following the Commencement Date it will not make:</p> <p>(a) any alteration to its respective 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>2.2.5 save for any Permitted Disposal in accordance with paragraph (f) of that definition, the Company whose shares are Original Securities has undertaken 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 (1) issued to the Security Obligor holding its shares at the Effective Date (as more described at column one of Schedule 2), (11) ranking <i>pari passu</i> with</p>	

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Short particulars	<p data-bbox="323 376 1046 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="533 477 1519 533">the relevant Original Securities, and (iii) in respect of which clause 5.2.3 of the Deed is complied with; and</p> <p data-bbox="437 566 1519 656">2.2.6 the Company which holds Original Securities has undertaken to procure compliance with clauses 5.2.4 and 5.2.5 of the Deed by the company whose shares it holds.</p> <p data-bbox="323 685 692 712">3 Further assurance</p> <p data-bbox="323 745 1519 947">3.1 The Company has agreed that it will on Barclays' demand in writing execute and deliver to Barclays at its own cost any document, that in Barclays' reasonable opinion, is reasonably required to create, protect, or perfect any security which is intended to be created by it under the Deed, or to give full effect to the Deed, or to vest title to any of the Charged Assets in Barclays or its nominee or any purchaser</p> <p data-bbox="323 981 724 1008">4. Continuity security</p> <p data-bbox="323 1041 1519 1220">4.1 The Company has agreed that the Deed will remain a continuing security in Barclays' favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which Barclays may have now or in the future in respect of any of the Charged Assets for the payment of any Secured Sums.</p> <p data-bbox="323 1249 1145 1276">5. Appointment of a Receiver or an administrator</p> <p data-bbox="323 1310 1519 1422">5.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Deed. The Deed shall become immediately enforceable upon the occurrence of an Event of Default which is continuing in relation to the Company</p> <p data-bbox="323 1456 1519 1601">5.2 At any time on or after the Deed has become enforceable in accordance with the terms of clause 15.1 of the Deed, Barclays may appoint by writing, insofar as permitted by law, any person or persons to be a Receiver of the Receivership Assets or an administrator or administrators.</p> <p data-bbox="323 1635 1519 1758">5.3 The Receiver will be the Company's agent and the Company will be solely liable for his acts, defaults and remuneration unless the Company goes into liquidation, after which he shall act as principal and not become Barclays' agent.</p> <p data-bbox="323 1792 1519 1937">5.4 In relation to the Company, a 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> <p data-bbox="421 1971 1519 1998">5.4.1 to sell, let, lease or grant licences of, or vary the terms or</p>

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Short particulars

terminate or accept surrenders of leases, tenancies or licences of, all or any of the Charged 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;

5.4.2 to sever any fixtures from Land and/or sell them separately;

5.4.3 to promote a company to purchase all or any Charged Assets or any interest in them,

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

5.4.5 to exercise all voting and other rights attaching to Securities and/or Original Securities and/or investments generally,

5.4.6 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 a Security Obligor and the money so paid will be deemed to be an expense properly incurred by the Receiver;

5.4.7 to pay Barclays' proper charges for time spent by Barclays' employees and agents in dealing with matters raised by the Receiver or relating to the receivership; and

5.4.8 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 Charged Assets.

6. Other powers

6.1 At any time on or after this guarantee and debenture has become enforceable in accordance with clause 15.1 of the Deed, Barclays 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 Barclays may think fit:

6.1.1 take possession of the Original Securities;

6.1.2 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) Barclays may do any of these things for a

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Short particulars	Please give the short particulars of the property mortgaged or charged	<p>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 Barclays may think fit,</p> <p>6.1.3 exercise and do all such powers and things as Barclays would be capable of exercising or doing if Barclays 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;</p> <p>6.1.4 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;</p> <p>6.1.5 bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Original Securities;</p> <p>6.1.6 redeem any Security Interest (whether or not having priority to this guarantee and debenture) over the Original Securities and settle the accounts of encumbrancers, and</p> <p>6.1.7 do, and concur in the doing of, all such other acts and things, either alone or jointly with any other person, which Barclays 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 Barclays under or by virtue of this guarantee and debenture, the Law of Property Act 1925 or the Insolvency Act 1986.</p> <p>7. Power of attorney</p> <p>The Company, by way of security, has irrevocably appointed Barclays (whether or not a Receiver or administrator has been appointed) and any Receiver separately as the Company's attorney (with full power to appoint substitutes and to delegate) with power in the Company's name or on its behalf and as the Company's act and deed or otherwise:</p> <p>7.1 to do anything which the Company is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyance, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets subject to any Security Interest created by this guarantee and debenture); and</p> <p>7.2 to exercise any of the rights conferred on Barclays or any Receiver in relation to the Charged Assets subject to any Security Interest created by this guarantee and debenture or under any Finance</p>

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Short particulars	<p>Document, the LPA or the Insolvency Act</p> <p>8. Set-off</p> <p>8 1 Barclays may retain any money standing to all or any Security Obligor's credit with Barclays (in any currency, in any country and whether or not in a Security Obligor's name) as cover for the Secured Sums. Barclays may apply all or any of that money in satisfaction of all or part of the Secured Sums as they may select (whether presently payable or not). Barclays may also use that money to purchase any other currency required for this purpose.</p> <p>9. Definitions and Interpretation</p> <p>In this form the following terms have the following meaning</p> <p>"Additional Security Obligor" means any company other than an Original Security Obligor which becomes party to the Deed by a deed supplemental to the Deed executed by a company in form and substance satisfactory to Barclays by virtue of which that company becomes bound by and grants security in accordance with the provisions of the Deed;</p> <p>"Assets" means, in relation to each Security Obligor, all of its undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;</p> <p>"Bond" has the meaning given to it in the Receivables Financing Agreement;</p> <p>"Charged Assets" means the Assets from time to time the subject of the Deed and, in relation to each Security Obligor, any reference to its Charged Assets means the Assets charged by that Security Obligor under the Deed;</p> <p>"Commencement Date" means the date on which Barclays confirms to the Parent that all conditions set out in clause 5.1 of the Receivables Financing Agreement (<i>Conditions precedent to Commencement Date</i>) have been satisfied or waived (as the case may be),</p> <p>"Contract of Sale" has the meaning given to it in the Receivables Financing Agreement;</p> <p>"Court" means the High Court of Justice in England and Wales;</p> <p>"Customer Databases" means each of the Security Obligors' databases containing certain information about the persons to whom a Security Obligor provides products and services and "Customer Database" means any one of them;</p>	

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Short particulars	<p>"Debt" means any book debt or other monetary claim or obligation of a Debtor under a Contract of Sale (including any applicable tax or duty payable), present, future or contingent, together with all its Related Rights, and a Debt, where the context permits, shall include a part of a Debt and all or part of its Related Rights, but shall exclude all Excluded Debts,</p> <p>"Debtor" has the meaning given to it in the Receivables Financing Agreement;</p> <p>"Effective Date" means the date on which Barclays confirms to the Parent that all conditions set out in clause 5.2 of the Receivables Financing Agreement (<i>Conditions precedent to the Effective Date</i>) have been satisfied or waived (as the case may be);</p> <p>"Event of Default" means any event specified in Clause 20.1 (Events of Default) of the Receivables Financing Agreement;</p> <p>"Excluded Debts" has the meaning given to it in the Receivables Financing Agreement;</p> <p>"Excluded Proceeds" means all and any moneys paid to a Trust Account which are not the proceeds of a Debt,</p> <p>"Existing Receivables Finance Agreements" has the meaning given to it in the Receivables Financing Agreement;</p> <p>"Existing Term Facility Agreement" has the meaning given to it in the Receivables Financing Agreement;</p> <p>"Finance Documents" means those documents listed in schedule 2 (<i>Finance Documents</i>) of the Receivables Financing Agreement, (until the First Utilisation Date) the Existing Receivables Finance Agreements and the Existing Term Facility Agreement, any other agreement entered into after the date hereof between Barclays Bank PLC and a Security Obligor and all and any ancillary documentation associated therewith or connected thereto, that, in each case, is designated by Barclays and the Payment Agent in writing as a Finance Document (and "Finance Document" shall mean any one or more of them);</p> <p>"First Utilisation Date" has the meaning given to it in the Receivables Financing Agreement;</p> <p>"Floating Charge Assets" means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Deed but only insofar as concerns that floating charge;</p> <p>"Indebtedness" has the meaning given to it in the Receivables Financing Agreement;</p>	

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"Intellectual Property" means, in relation to each Security Obligor, 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 and, in each case, any extensions and renewals of, and any applications for, these rights;

"Intellectual Property Rights" means, in relation to each Security Obligor, all and any of its Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clauses 3.1.2(j), 3.1.2(k) and 3.1.2(l) of the Deed,

"Land" includes, in relation to each Security Obligor, 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 tenant's fixtures);

"Non-Vesting Debts" means, in respect of each Security Obligor, all and any Debts purportedly assigned to Barclays pursuant to the Receivables Financing Agreement but which do not, for any reason, vest absolutely and effectively in Barclays from time to time;

"Obligor" has the meaning given to it in the Receivables Financing Agreement;

"Original Securities" means the shares held by the Original Security Obligor more particularly described in Schedule 2;

"Original Security Obligors" means the companies listed at Schedule 1 and 'Original Security Obligor' shall be construed accordingly;

"Other Debts" means all sums of money receivable by each Security Obligor now or in the future consisting of or payable under or derived from any of that Security Obligor's Assets, referred to in clause 3.1.2 of the Deed (and includes (without limitation) all Related Rights to such debts and any sums owing by Barclays to that Security Obligor) other than that Security Obligor's Non-Vesting Debts and Related Rights thereto;

"Parent" has the meaning given to it in the Receivables Financing Agreement;

"Payment Agent" has the meaning given to it in the Receivables Financing Agreement,

"Permitted Disposal" has the meaning given to it in the Receivables Financing Agreement;

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Short particulars

of "Permitted Borrowed Money" in the Receivables Financing Agreement;

- (1) any Security Interest created as security for the Bond and subject always to the UK Intercreditor Deed;
- (j) any Security Interest for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith and on reasonable grounds by appropriate proceedings promptly instituted and diligently concluded, provided that any reserve or other appropriate provision as shall be required in conformity with Applicable GAAP shall have been made therefor;
- (k) any Security Interest which an Obligor is required to create by virtue solely of customary business practice, but without the intention of raising Indebtedness;
- (l) any other Security Interest previously approved in writing by Barclays;
- (m) any Security Interest replacing any of the Security Interests referred to in paragraphs (a) to (l) above; or
- (n) any security granted by a Security Obligor over sums deposited in a bank account by way of rent deposit provided that such security does not grant or purport to grant any Security Interest in relation to Debts,

PROVIDED ALWAYS that the beneficiary of any Security Interest referred to at paragraphs (a) to (m) inclusive above and which is registered at Companies House in accordance with sections 395 and 396 of the Companies Act 1985 enters into an appropriate intercreditor agreement with Barclays;

"Permitted Security" has the meaning given to it in the Receivables Financing Agreement;

"Receivables Financing Agreement" means the receivables financing agreement, dated 14 March 2008 entered into between (1) Barclays, (2) the companies listed in parts I and IV of schedule 1 thereto and (3) Impellam Group plc which the Original Security Obligors have acceded to on or about the date of the Deed;

"Receiver" means every person Barclays appoint as a receiver and manager under clause 15 (not being an administrative receiver within the meaning of section 29(2) of the Insolvency Act 1986), including any substituted receiver and manager;

"Receivership Assets" means, in relation to each Security Obligor any part of that Security Obligor's Charged Assets not being the

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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>whole or substantially the whole of that Security Obligor's assets, as Barclays may specify,</p> <p>"Related Rights" in relation to a Debt, means any of the following:</p> <ul style="list-style-type: none"> (a) all of an Obligor's rights at law as an unpaid vendor or provider of services under a Contract of Sale (without any obligation on Barclays to complete a Contract of Sale), (b) the benefit of all insurances, (c) all negotiable and non-negotiable instruments, all securities, bonds, guarantees, and indemnities; and (d) all of an Obligor's rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt; <p>"Retained Documentation" means all or any title deeds and documents which a Security Obligor is not otherwise obliged to deposit with Barclays and which relate to an Asset charged under clause 3.1 of the Deed;</p> <p>"RFA Security Obligors" has the meaning given to "Security Obligors" in the Receivables Financing Agreement;</p> <p>"Securities" means, in relation to each Security Obligor (at all times excluding the Original Securities), all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person to that Security Obligor and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) (save for the Original Securities) 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" 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:</p> <ul style="list-style-type: none"> (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; 	

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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

"**Security Obligor**" means each Original Security Obligor and each Additional Security Obligor and '**Security Obligor**' shall be construed accordingly, and

"**Trust Account**" has the meaning given to it in the Receivables Financing Agreement.

SCHEDULE 1

The Original Security Obligors

Name of Security Obligor	Company Number	Registered Address
Medacs Healthcare Group Limited	07880625	800 The Boulevard Capability Green Luton Bedfordshire United Kingdom LU1 3BA
Carlisle Support Services Group Limited	07880629	800 The Boulevard Capability Green Luton Bedfordshire United Kingdom LU1 3BA

SCHEDULE 2

The Original Securities

Name of Security Obligor	Name of company in which shares are held	Company Number	Number of shares held
Medacs Healthcare Group Limited	The Recruitment Group Limited	03189412	10 Ordinary shares of £1 each
Medacs Healthcare Group Limited	PRN Recruitment Limited	02099264	1,250 deferred shares of £1 each; 1,250 ordinary shares of US \$0 10 each
Medacs Healthcare Group Limited	Medacs Healthcare plc	02518546	49,999 ordinary shares of £1 each

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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	Chrysalis Community Care Group Limited	01142361	30 deferred shares of £1 each; 30 ordinary shares of US\$1 each
Medacs Healthcare Group Limited	Medacs Healthcare Australasia Group Limited	03120991	50,000 ordinary shares of £1 each; 2,500 A ordinary shares of £1 each; 510,000 B ordinary share of US\$0.01 each

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Particulars of a mortgage or charge

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

None.

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 DCA Paper UK UP 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 Sarah Moffat

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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7880625
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE
DATED 8 FEBRUARY 2012 AND CREATED BY MEDACS
HEALTHCARE GROUP LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE RFA SECURITY
OBLIGORS (OR ANY OF THEM) TO BARCLAYS BANK PLC
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 11 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES