In accordance with Section 860 of the Companies Act 2006

# MG01

## Particulars of a mortgage or charge

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291494/754

**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 f**
You cannot use this form particulars of a charge fo company To do this, plea form MG01s

TUESDAY

*A1FABYP1*
A14 14/08/2012 #29
COMPANIES HOUSE

## 1 Company details

For official use 1 2

Company number: 0 1 1 4 2 3 6 1

Company name in full: Chrysalis Community Care Group Limited

("you" and "your" as applicable)

→ **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: d0 d8 m0 m8 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 Fixed and Floating Charge (**"Charge"**) between (1) the Company (as an Original Security Obligor), (2) the other Original Security Obligors, (3) Impellam Group PLC (as **"Company Agent"**) and (4) Barclays Bank PLC

## 4 Amount secured

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

Amount secured: **"Indebtedness"** means any obligation for the payment or repayment by you to us under the Finance Documents of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to us by assignment or otherwise and including principal, interest, commission, fees, charges, costs and expenses which we may charge to you in the course of our business or incur in respect of your affairs in each case to the extent due and payable by you in accordance with the terms of the Finance Documents

**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","we","our"and "us" as applicable) |
| Address | Churchill Plaza |
| | Churchill Way, Basingstoke |
| Postcode | RG21 7GP |
| 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 George Metcalfe

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

In accordance with Section 860 of the Companies Act 2006

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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 Charge, you

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

1 1 2 covenanted and guaranteed that you will on our demand in writing pay or discharge all Indebtedness at the date of the Charge or in the future due, owing or incurred (before or after that demand) by you to us in any manner (except as a guarantor under the Charge)

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

1 3 The making of one demand under the Charge will not preclude our making any further demands

**2. CHARGES CREATED**

2 1 By executing the Charge you charged to us (such that each charge listed below is a separate charge in relation to you) 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 you 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 you and registered at H M Land Registry,

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

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

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

(e) all of your Securities,

(f) all of your Original Securities,

(g) in relation to the Original Securities, in each case all allotments, rights, benefits and advantages whatsoever at any time accruing,

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Short particulars

offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference option, dividend, distribution, interest or otherwise in respect thereof,

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

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

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

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

(j) all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others,

- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world,
- all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any part of the world,

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

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

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

(n) all Excluded Proceeds,

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

(p) all amounts realised by an administrator or liquidator appointed to you upon enforcement or execution of any order of the Court

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Please give the short particulars of the property mortgaged or charged

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under Part VI of the Insolvency Act 1986

2 1 3 by way of floating charge

2 1 3 1 all your Assets which are not effectively charged by the fixed charges detailed in the Charge, and

2 1 3 2 without exception all your Assets insofar as they are situated for the time being in Scotland,

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

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

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

2 2 1 if it considers it desirable to do so in order to protect or preserve the Security Interest created by the Charge, and/or

2 2 2 at any time after an Event of Default which is continuing

2 3 Subject to the rights of any prior mortgagee, you must

2 3 1 promptly deposit with us for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 of the Charge, including, without limitation, insurance and assurance policies and all share certificates relating to the Original Securities,

2 3 2 promptly execute and deliver to us such stock transfer forms in blank and other documents as we may from time to time require for perfecting the title of Barclays to the Original Securities (duly executed by or signed by the registered holder) or for vesting or enabling us to vest the same in Barclays or their nominees or in any purchaser,

2 3 3 execute and deliver to us any documents and transfers we require at any time to constitute or perfect an equitable or legal charge or a pledge (at our

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

2 3 4 upon our demand in writing, deposit with us for our retention all or any of the Retained Documentation

2 4 Unless and until the Charge becomes enforceable or we direct otherwise

2 4 1 you may continue to exercise all voting and other rights attaching to Securities and Original Securities as long as you remain their registered owner,

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

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

2 5 Any mortgage, fixed charge or other fixed security which you create in our favour will have priority over the floating charge created by clause 3 1 3 of the Charge unless we state otherwise on or after its creation

2 6 Any debentures, mortgages or charges (fixed or floating) which you create in the future (except those in our favour) shall be expressed to be subject to the Charge and shall rank in order of priority behind the charges created by the Charge

**3. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

You may not, except with our prior written consent

3 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 your Assets, or permit any lien to arise or subsist over your Assets;

3 2 to the extent not a Permitted Disposal, sell, assign, lease, license or sub-license, or grant any interest in, your Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them

**4. FURTHER ASSURANCE**

You must on our demand in writing execute and deliver to us at your cost any document

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that we, in our reasonable opinion, reasonably require to secure the payment of the Indebtedness, or to create, protect or perfect any fixed security over any of the Assets or any other security intended to be created by us under the Charge, or to give full effect to the Charge, or to vest title to any of the Assets in us or our nominee or any purchaser

**5. CONTINUING SECURITY**

This deed will remain a continuing security in our 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 we may have now or in the future in respect of any of the Assets for the payment of any Indebtedness

**6. POWER OF ATTORNEY**

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

6 1 to do anything which you are obliged to do (but has not done) under any Finance Document to which you are a 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 Interests created by the Charge), and

6 2 to exercise any of the rights conferred on us or any Receiver in relation to the Charged Assets subject to the Security Interest created by the Charge or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986

**7. SET OFF**

We may retain any money standing to the credit of you with us (in any currency, in any country and whether or not in your name) as cover for the Indebtedness We may apply all or any of that money in satisfaction of all or part of the Indebtedness as we may select (whether payable at the date of the Charge or not) We may also use that money to purchase any other currency required for this purpose

**8. DEFINITIONS**

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

**"Charged Assets"** means the assets charged pursuant to the Charge,

**"Debt"** means any obligation due to you under a contract between you and a third party for the supply of goods or the provision of services or work done and materials supplied or hiring (including any tax or duty payable), whether present, future or contingent, and all its Related Rights, a Debt, where the context permits, includes part of such obligation or part

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of such Related Rights,

**"Event of Default"** has the meaning given to it in the Receivables Financing Agreement,

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

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

**"Floating Charge Assets"** means, in relation to you, those of your Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Charge, but only insofar as concerns that floating charge,

**"Indebtedness"** has the meaning given to it in Section 4 of this form

**"Intellectual Property"** means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights,

**"Intellectual Property Rights"** means all and any of your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(j) of the Charge,

**"Land"** includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenants' fixtures),

**"Non-Vesting Debts"** means all Debts which do not, for any reason, vest absolutely and effectively in us pursuant to the Receivables Financing Agreement from time to time together with the Related Rights to such Debts and the proceeds of Related Rights,

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

**"Original Securities"** means the shares held by the Original Security Obligors,

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

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

**"Permitted Encumbrance"** has the meaning given to it in the Receivables Financing

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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) the Company Agent (as amended, varied, supplemented or replaced from time to time) which certain of the Original Security Obligors have acceded to on or about the date of the Charge,

**"Receiver"** means every person we appoint as a receiver and manager under clause 13 of the Charge, including any substituted receiver and manager,

**"Related Rights"** means in relation to any Debts or returned goods – any of the following

- all your rights at law as an unpaid vendor or under a contract of sale but without any obligation on us to complete a contract of sale,
- the benefit of all insurances,
- all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities,
- all your rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt or its Related Rights, and
- all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason
- reject or give notice of rejection, or
- return or attempt to or wish to return to you or us, or
- which you or we recover from a debtor,

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

**"Securities"** means, in relation to you (at all times excluding the Original Securities), all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than you) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000

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

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

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

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

**"Security Obligor"** has the meaning given to it in the Receivables Financing Agreement,

**"Trust Account"** means any bank account in an Obligor's name, mandated in favour of or otherwise controlled by Barclays and/or declared in trust for Barclays, and to which in each case, such Obligor has no right, title, interest in or to any balance standing from time to time to the credit thereof including those described at schedule 7 of the Receivables Financing Agreement (*Trust Accounts*),

**"Original Security Obligors"** means each of the following

1 ABC Contract Services Limited

2 ADG Group Limited

3 Austin Benn Consultants Limited

4 Austin Benn Group Limited

5 Austin Benn Limited

6 Blend Recruitment Limited

7 Blue Arrow Financial Services Limited

8 Blue Arrow Holdings Limited

9 Blue Arrow Limited

10 Blue Arrow Recruitment Solutions Limited

11 Blue Arrow Services Limited

12 BMS Limited

13 Capitol Group Limited

14 Carlisle Cleaning Services Holdings Limited

15 Carlisle Cleaning Services Limited

16 Carlisle Events Services Limited

17 Carlisle Group Plc

In accordance with Section 860 of the Companies Act 2006

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## 6 Short particulars of all the property mortgaged or charged

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18 Carlisle Nominees Limited

19 Carlisle Retail Services (Luton) Plc

20 Carlisle Security Services Limited

21 Carlisle Staffing Plc

22 Carlisle Staffing Services Holdings Limited

23 Carlisle Staffing Services Limited

24 Carlisle Support Services Group Limited

25 Celsian Group Limited

26 Chadwick-Nott (Holdings) Limited

27 Chrysalis Community Care (Bristol) Limited

28 Chrysalis Community Care Group Limited

29 Comensura Limited

30 CSG Healthcare Limited

31 Forward Recruitment Consultants Limited

32 Goodchild's Employment Agency Limited

33 Greycoat Executive Resourcing Limited

34 GW Nine Limited

35 Impellam Group Plc

36 Impellam International UK Group Limited

37 Impellam Technical Solutions Limited

38 Impellam UK Limited

39 Laybridge Limited

40 Matrix Human Resource Limited

41 Medacs Healthcare Australasia Group Limited

42 Medacs Healthcare Group Limited

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43 Medacs Healthcare Plc

44 MTS Group Holdings Limited

45 Multi-Staff Limited

46 People Direct Recruitment Services Limited

47 PRN Recruitment Limited

48 Professional Staff Limited

49 PS Interim Limited

50 S Com Group Limited

51 Science Recruitment Group Limited

52 Southern Appointments Limited

53 STPL2 Limited

54 The Corporate Services Group Limited

55 The Recruitment Group Limited

56 Translocation UK Limited

57 Workforce Solutions Limited

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1142361
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND FIXED AND FLOATING CHARGE DATED 8 AUGUST 2012 AND CREATED BY CHRYSALIS COMMUNITY CARE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 14 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 AUGUST 2012

D2

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES