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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

02595508

Name of company

* Forward Recruitment Consultants Limited (the "Company")

Date of creation of the charge

27 April 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

GUARANTEE AND DEBENTURE (the 'Guarantee and Debenture')

Amount secured by the mortgage or charge

The Company (jointly and severally with each Security Obligor) covenanted to pay, perform or discharge to Barclays upon Barclays' demand in writing all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Company to Barclays (or any transferee or assignee from Barclays or successor to Barclays whether such moneys and liabilities are advanced to a Security Obligor or come into existence before or after such transfer or assignment) in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently, whether by the Company alone or by the Company and a Security Obligor jointly with any other person, and whether the Company is a principal or a surety, and includes any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to Barclays by assignment or otherwise ('Secured Sums')

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC acting through its Leveraged Finance division and Asset and Sales Finance division
of 1 Churchill Place, London ("Barclays")

Postcode E14 5HP

Presenter's name address and
reference (if any)

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
Attn: Jamie Tredgold
JT/LG/70656/120006/

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A16

AHJMFPH

12/05/2007

650

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 1 The Company charged to Barclays 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 as of 27 April 2007 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 as of 27 April 2007 vested in the Company and registered at the Land Registry,
- (b) all other Land which as of 27 April 2007 or in the future becomes the Company's property,

Continued on addendum 4/4

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed DIA Piper UK LLP

Date 11 May 2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* Forward Recruitment Consultants Limited (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- (c) all plant and machinery as of 27 April 2007 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 as of 27 April 2007 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 insurance and assurance contracts and policies as of 27 April 2007 or in the future, held by or otherwise benefiting the Company
 - i which relate to Assets themselves subject to a fixed charge given by the Company in favour of Barclays, or
 - ii 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 to be for the benefit of any person not being a Security Obligor,
- (g) all of the Company's goodwill and uncalled share capital for the time being,
- (h) all of the Company's Intellectual Property as of 27 April 2007 and in the future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others,
- (i) the benefit of all agreements and licences as of 27 April 2007 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,
- (j) all trade secrets, confidential information and know-how owned or enjoyed by the Company now or in

Name of company

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the future in any part of the world,

- (k) all of the Company's rights, title and interest in and to the Customer Databases,
- (l) all Other Debts as of 27 April 2007 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),
- (m) the benefit of all instruments, guarantees, charges, pledges and other rights as of 27 April 2007 or in the future available to the Company as security in respect of any Asset itself subject to a charge in Barclays' favour, and
- (n) 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,

1 1 3 by way of floating charge

- (a) all of the Company's Assets which are not effectively charged by the fixed charges detailed above, and
- (b) without exception all of the Company's Assets insofar as they are situated for the time being in Scotland,

but in each case the Company agrees that, except for any Permitted Encumbrance, it shall not without Barclays' prior written consent

- (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 *pari passu* with or subject to, this floating charge),
- (d) take any other step referred to in clause 5 1 of the Guarantee and Debenture with respect to any of its Floating Charge Assets,
- (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

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 Guarantee and Debenture 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

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

1 2 2 at any time after an Event of Default which is continuing

1 3 The Company agreed

1 3 1 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

1 3 2 that upon Barclays' demand in writing it will deposit with Barclays for Barclays' retention all or any of the Retained Documentation

1 4 Unless and until the Guarantee and Debenture becomes enforceable in accordance with the terms of clause 15 1 of the

Name of company

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* Forward Recruitment Consultants Limited (the "Company")

Guarantee and Debenture

- 1 4 1 the Company may continue to exercise all voting and other rights attaching to Securities as long as the Company remains their registered owner,
- 1 4 2 if 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
- 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 5 1 and 3 5 2 of the Guarantee and Debenture is not inconsistent with any provision of the Guarantee and Debenture or the Receivables Financing Agreement and will not have a material adverse effect on the value of or otherwise prejudice the interests of Barclays
- 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 Guarantee and Debenture unless Barclays state otherwise on or after its creation
- 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 Guarantee and Debenture and shall rank in order of priority behind the mortgages and charges created by the Guarantee and Debenture

2. OTHER DEBTS

- 2 1 The Company agreed to collect and realise all Other Debts 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 from time to time, in each case on such terms as Barclays may direct. Pending that payment, the Company agrees to hold all money so received upon trust for Barclays, separate from the Company's own monies
- 2 2 To the extent not a Permitted Encumbrance or Permitted Disposal, the Company agreed that it will not, without Barclays' prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Other Debt in favour of any person other than Barclays nor purport to do so
- 2 3 If the proceeds of Other Debts are credited or transferred to any account under the Company's control, the Company agreed that Barclays shall have an absolute discretion whether to permit or refuse to permit the Company to utilise or withdraw monies from that account (whether or not such account has a credit balance) and Barclays may in their sole discretion at any time transfer all or any part of that credit balance or otherwise to any other account held by the Company with Barclays or to an account in the Company's own name

3. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

- 3 1 The Company agreed that it will not, except with Barclays' prior written consent
- 3 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 Assets, or permit any lien to arise or subsist over any of the Assets,
- 3 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
- 3 2 the Company 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 Security Obligor. If so required in writing by Barclays, the Company 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 Secured Sums as Barclays shall require,

Name of company

* insert full name
of Company

* Forward Recruitment Consultants Limited (the "Company")

4. INTELLECTUAL PROPERTY

The Company undertook that it will

- 4 1 observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its material Intellectual Property or any part of it, and
- 4 2 do all acts as are reasonably practicable to maintain, protect and safeguard its material Intellectual Property and not discontinue the use of any of its material Intellectual Property nor allow it to be used in such a way that it is put at risk by becoming generic or by being identified as disreputable in any material way

In this form, unless the context otherwise requires

'Additional Security Obligor' means any company other than an Original Security Obligor which becomes party to the Guarantee and Debenture by a deed supplemental to the Guarantee and Debenture 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 Guarantee and Debenture,

'Assets' means, in relation to the Company, all of its undertaking, property, assets, rights and revenues, whatever and wherever in the world, as at 27 April 2007 and in the future and includes each or any of them,

'Customer Database' means the Company's database containing certain information about the persons to whom the Company provides products and services,

'Event of Default' means any event specified in Clause 18 1 (Events of Default) of the Receivables Financing Agreement or any event specified in Clause 19 (Events of Default) of the Term Facility Agreement,

'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 Guarantee and Debenture but only insofar as concerns that floating charge,

'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(l), 3 1 2 (m) and 3 1 2(n) of the Guarantee and Debenture,

'Land' includes, in relation to the Company, 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),

'Original Security Obligors' means the companies listed at Schedule 1 of the Guarantee and Debenture (attached) and **'Original Security Obligor'** shall be construed accordingly,

'Other Debts' means all sums of money receivable by the Company as of 27 April 2007 or in the future, consisting of or payable under or derived from any of the Company's Assets referred to in clause 3 1 2 of the Guarantee and Debenture (and includes (without limitation), all Related Rights to such debts and any sums owing by Barclays to the Company),

'Parent' means The Corporate Services Group PLC a company registered in England and Wales with the number 00490212,

Name of company

*insert full name
of Company

* Forward Recruitment Consultants Limited (the "Company")

'Permitted Disposal' has the same meaning given to it in the Receivables Financing Agreement,

'Permitted Encumbrance' has the same meaning given to it in the Receivables Financing Agreement,

'Receivables Financing Agreement' means the receivables financing agreement, dated 27 April 2007, entered into between Barclays and certain other Security Obligors other than the Company, pursuant to which those Security Obligors have assigned certain of their book debts to Barclays,

'Related Security' means any Security Interest or other assurance held or to be held as security for any of the Secured Sums,

'Related Rights' has the meaning given to it in the Receivables Financing Agreement,

'Retained Documentation' means all or any title deeds and documents which the Company is not otherwise obliged to deposit with Barclays and which relate to an Asset charged under clause 3.1 of the Guarantee and Debenture,

'Securities' means, in relation to the Company, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company itself but including any other Security Obligor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise,

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

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

'Term Facility Agreement' means the term facility agreement, dated 27 April 2007, entered into between Barclays and

SCHEDULE 1
The Original Security Obligors

Name of Security Obligor	Company Number	Registered Address
The Corporate Services Group PLC	00490212	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Austin Benn Group Limited	02705037	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
GW Nine Limited	00820182	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blue Arrow Holdings Limited	02586484	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Comensura Limited	04085767	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blue Arrow Financial Services Limited	04496654	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blue Arrow Ltd.	00641659	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
CSG Healthcare Limited	03140174	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Workforce Solutions Limited	03189412	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA

Name of Security Obligor	Company Number	Registered Address
Laybridge Limited	03407312	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
ADG Group Limited	01734222	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
The Recruitment Group Limited	04951582	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
ABC Contract Services Limited	01189888	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blue Arrow Care Limited	01142361	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
PRN Recruitment Ltd.	02099264	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Austin Benn Consultants Limited	02614883	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
People Direct Recruitment Services Limited	02292416	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blue Arrow Recruitment Solutions Limited	02054869	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA

Name of Security Obligor	Company Number	Registered Address
STPL2 Limited	02588332	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blue Arrow Healthcare Limited	03120991	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Austin Benn Limited	02703463	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blend Recruitment Limited	03205882	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
MTS Group Holdings Limited	01359829	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Multi-Staff Limited	01590492	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Goodchild's Employment Agency Limited	01641345	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Medacs Healthcare Services PLC	02518546	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Blue Arrow Services Limited	01135167	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA

Name of Security Obligor	Company Number	Registered Address
The Company	02595508	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Greycoat Executive Resourcing Limited	01252518	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Southern Appointments Limited	03372323	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 02595508

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 27th APRIL 2007 AND CREATED BY FORWARD RECRUITMENT CONSULTANTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (JOINTLY AND SEVERALLY WITH EACH SECURITY OBLIGOR) 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 XII OF THE COMPANIES ACT 1985 ON THE 12th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd MAY 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES