

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHFP025

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

3205506

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* Academy Supply Agency Limited (the "Company")

* insert full name
of company

XWea See Annexure 1

Ø insert name(s) and address(es) of all the directors

† delete as appropriate

~~[the sole director]~~ [all the directors][†] of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1978;~~
~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on~~
~~business as an insurance company;~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~[company's holding company]~~

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition]~~

The number and class of the shares acquired or to be acquired is: See Annexure 2

Presentor's name address and reference (if any) :

Pinsents
The Chancery
58 Spring Gardens
Manchester
M2 1EW

709040 Manchester 7
Ref: 2509091 VZ/GM

For official Use
General Section

Post room



A38
COMPANIES HOUSE

0301
06/04/05

The assistance is to be given to: (note 2) Public Recruitment Group PLC (Company No. 5064012) whose with registered office is at Fives Court, Hillsborough Barracks, Penistone Road, Sheffield, South Yorkshire S6 2GZ

Please do not write in this margin

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

The assistance will take the form of:

See Annexure 3

The person who [has acquired] [~~will acquire~~] the shares is:

† delete as appropriate

Public Recruitment Group PLC (Company No. 5064012) whose registered office is at Fives Court, Hillsborough Barracks, Penistone Road, Sheffield S6 2GZ

The principal terms on which the assistance will be given are:

See Annexure 4

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 weeks of the date hereof

Please do not
write in this
margin

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

* delete either (a) or
(b) as appropriate

☒ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ☒ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]* (note 3)~~

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

STAFFORD SOUTH
10 RUSTON ST.

Dorothy M. [unclear]
[Signature]

Day Month Year
on

17	02	2005
----	----	------

before me

[Signature]
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Annexure 1 to Companies House Form 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

Darren McLaney of 4 St Nicholas Croft, Askham Bryan, York YO23 3RJ

Nicholas John Williams of Bell House, North Field Way, Appleton Roebuck, York YO23 7EA

Annexure 2 to Companies House Form 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

40,100 ordinary shares of £1 each and 100 B ordinary shares of £1 each representing the entire issued share capital of the Company (the "**Shares**")

Annexure 3 to Companies House Form 155(6)a

Declaration in relation to assistance for the acquisition of shares

Form of assistance

The financial assistance will take the form of:

1. The execution, delivery and performance by the Company of the following document (as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time), which extends the scope of a guarantee given to Fortis Bank S.A./N.V. (the "**Bank**") by the Company (and others) to include liabilities incurred by Public Recruitment Group PLC ("**PRGP**") (the "**Facility Agreement**") in connection with the acquisition by PRGP of the Shares (the "**Acquisition**");
- 1.1 an extension letter to be given by PRGL (1) and the Company (2) to the Bank as agent and security trustee for itself (the "**Letter**") whereby the Company would be giving an extension of their liabilities under the Multilateral Guarantee dated 25 August 2004 and given by PRGP (1) and among others the Company (2) to the Bank as agent and Security Trustee for itself, any agent appointed under any Finance Documents (as defined in the Guarantee) and/or any other party that becomes a lender under any Finance Documents in respect of PRGP's obligations to the Bank (the "**Guarantee**") ;

Annexure 4 to Companies House Form 155(6)a

Declaration in relation to assistance for the acquisition of shares

Principal Terms

The principal terms on which the assistance will be given are:

1. Letter

Under the terms of the Letter the Company would be giving an extension of their liabilities under the Guarantee so as to include any liabilities incurred by PRGP in relation to the acquisition of the issued share capital of the Company.

1.1 Under the terms of the Guarantee the Company (and each of the companies listed in Schedule 1 Part A to the Guarantee) guaranteed on demand to pay to the Security Trustee (see definition below) all moneys and to discharge all obligations and liabilities whether actual or contingent at the date of the Guarantee or at any time thereafter due owing or incurred by any of the Customers (see definition below) to each Finance Party (see definition below) in whatever currency *denominated whether on any banking or other account or otherwise in any manner whatsoever and whether alone or jointly and severally and in whatever style name or form and whether as principal or surety (except any moneys obligations or liabilities due owing or incurred by such Customer as guarantor for the Guarantor (see definition below) concerned) including but not limited to all liabilities in connection with foreign exchange transactions swap arrangements issuing accepting endorsing or discounting any notes or bills or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Lenders (see definition below) for or at the request of any Customer together with interest as set out in clause 2.2 of the Guarantee commission discount fees and other charges and any legal and other costs charges and expenses incurred by any Finance Party in relation to the Customer or the Guarantee or any other guarantee indemnity or security for any moneys obligations or liabilities thereby guaranteed on a full and unqualified indemnity basis and whether incurred in the enforcement of any such documents obligations or liabilities or in any other manner whatsoever.*

1.2 Under the terms of the Guarantee the Security Trustee is afforded a right of set off. Each Guarantor agreed that each Finance Party may at any time after the occurrence of an Event of Default as defined in the Facility Agreement (see definition below) without notice (as well before as after demand) *notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any then existing accounts including accounts (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) of any one or more of the Guarantors alone or jointly with others wheresoever situate (including accounts held in the name of any Finance Party) and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any moneys owing by or obligations or liabilities of such Guarantors to any Finance Party (whether such liabilities be present future actual contingent primary collateral several or joint).*

1.3 Defined Terms

"Customer" means any of Public Recruitment Group PLC ("**PRGP**"), the Company and the other companies listed in Schedule 1 Part A of the Guarantee insofar only as it owes moneys or incurs obligations or liabilities actual or contingent to any of the Finance Parties, whether as principal or surety or otherwise;

"Facility Agreement" means the £7,668,000 term loan and guarantee facility agreement entered into between the Security Trustee and PRGP;

"Finance Party" means the Security Trustee, any agent appointed under any Finance Documents or a Lender;

"Finance Documents" shall have the meaning given to that term in the Guarantee;

"Guarantor" means any of PRGP, the Company and the other companies listed in Schedule 1 Part A to the Guarantee insofar only as it hereby agrees or guarantees to pay or discharge moneys obligations or liabilities due owing or incurred by a company (listed in Schedule 1 Part A to the Guarantee) other than itself to the Security Trustee and/or the Lenders and **"Guarantors"** and **"Guarantee"** shall be construed accordingly and the latter expression shall extend to every separate and independent stipulation or agreement contained in the Guarantee;

"Lenders" means Fortis Bank S.A./N.V. and Fortis Commercial Finance Limited (**"FCF"**) and any other bank or financial institution that becomes a party to a Finance Document in the capacity of a lender and **"Lender"** means any one of them; and

"Security Trustee" means Fortis Bank S.A./N.V. as agent and trustee for itself and the Finance Parties.



BDO Stoy Hayward
Corporate Finance

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Web Site: www.bdo.co.uk

The Directors
Academy Social Care Limited
Fives Court
Hillsborough Barracks
Penistone Road
Sheffield
South Yorkshire S6 2GZ

17 February 2005

Our ref 51/PEHS/NSW03

Dear Sirs

**Independent auditors' report to the directors of Academy Social Care Limited
("Academy Social") pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Academy Social dated 17 February 2005 in connection with the proposal that Academy Social should give financial assistance in relation to the purchase of its entire issued share capital by Public Recruitment Group PLC ("PRG") through the provision of guarantees to Fortis Bank S.A./N.V. to include liabilities incurred by PRG in connection with the acquisition by PRG of Academy Social.

Basis of opinion

We have enquired into the state of the Academy Social's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

BDO Stoy Hayward LLP

BDO Stoy Hayward LLP
Chartered Accountants and Registered Auditors

 **A38** ***A90UF47R*** **0300**
COMPANIES HOUSE **06/04/05**