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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

020334/689

Particulars of a mortgage or charge

395

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

6

03372323

Name of company

* Southern Appointments Limited (the "Company")

Date of creation of the charge

6 May 2008

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

Guarantee and Debenture (the "Deed")

Amount secured by the mortgage or charge

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")

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

Barclays Bank PLC ("Barclays") acting through its Asset and Sales finance division at 1 Churchill Plaza,
Churchill Way, Basingstoke, Hampshire

Postcode RG21 7GP

Presenter's name address and
reference (if any)

Robert Forshaw
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

19254105 1

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

SATURDAY



ABKGTZS5

A33

17/05/2008

33

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Addendum 4/4

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in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed DLA Piper UK LLP

Date 16/5/08

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] † **Barclays**

*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**

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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)

1 1 In the Deed, unless the context otherwise requires

'Additional Obligor Accession Letter' has the meaning given to it in the Receivables Financing Agreement,

'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,

'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,

'Austin Benn' means Austin Benn Consultants Limited, a company registered in England and Wales with the number 02614883,

'Austin Benn Debt' means any amount, present or future, paid or payable to Austin Benn in respect of services provided by Austin Benn in the ordinary course of Austin Benn's business,

'Barclays' means Barclays Bank PLC (company number 01026167) acting through its Asset and Sales Finance division at Churchill Plaza, Churchill Way, Basingstoke Hampshire RG21 7GP,

'Bearer Shares' means

- (a) the 510,000 B ordinary shares of US\$0.01 held by Blue Arrow Holdings Limited (company number 02586484) in Medacs Healthcare Group Limited (company number 03120991),
- (b) the 30 ordinary shares of US\$1 held by ADG Group Limited (company number 01734222) in Chrysalis Community Care Group Limited (company number 01142361),
- (d) the 450 preference shares of US\$1 held by Blue Arrow Holdings Limited in People Direct Recruitment Services Limited, and
- (e) the 1,250 ordinary shares of US\$0.10 held by ADG Group Limited in PRN Recruitment Limited,

'Blend' means Blend Recruitment Limited a company registered in England and Wales with the number 03205882,

'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,

'Commencement Date' means the date on which Barclays confirms to Impellam Group Plc that all conditions set out in clause 5.1 (*Conditions precedent to Commencement Date*) of the Receivables Financing Agreement have been satisfied or waived (as the case may be),

'Comensura' means Comensura Limited, a company registered in England and Wales with the number 04085767,

'Comensura Debts' means any amount, present or future, paid or payable to Comensura in respect of services provided by Comensura in the ordinary course of Comensura's business,

'Customer Databases' means each of the Security Obligors' databases containing certain information about the

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persons to whom a Security Obligor provides products and services and **'Customer Database'** means any one of them,

'Contract of Sale' means a contractual arrangement between a Debtor and an Obligor under which a Debtor is contractually obliged to pay for goods sold or services supplied to that Debtor by that Obligor,

'CSG Chargors' means the companies described in Part IV (*CSG Chargors*) of Schedule 1 (*the Obligors and Security Obligors*) of the Receivables Financing Agreement,

'Closing Date' has the meaning given to it in the Receivables Financing Agreement,

'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 (as defined in the Receivables Financing Agreement),

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

'Effective Date' means the date on which Barclays confirms to Impellam Group Plc that all conditions set out in clause 5.2 (*Conditions precedent to the Effective Date*) of the Receivables Financing Agreement have been satisfied or waived (as the case may be),

'Event of Default' means any event specified in Clause 20.1 (Events of Default) of the Receivables Financing Agreement,

'Excluded Debt' 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 the proceeds of a Debt,

'Existing Carlisle Security' means the Security Interests granted by certain of the Target Chargors as more particularly described at Part II (*Existing Carlisle Security*) Schedule 8 (*Existing Security*) of the Receivables Financing Agreement,

'Existing CSG Debenture' means the composite all assets guarantee and indemnity and debenture given by the Original CSG Chargors in favour of Barclays dated 27 April 2007,

'Financial Covenants Compliance Letter' has the meaning given to it in the Receivables Financing Agreement,

'Finance Documents' means

- (i) the Receivables Financing Agreement,
- (ii) the Target Obligor Deed of Accession,
- (iii) any Financial Covenants Compliance Letter issued in accordance with clause 18.1(d) (*Financial Covenants*) of the Receivables Financing Agreement,
- (iv) any Operational Covenants Compliance Letter issued in accordance with clause 8.12 (*Operational Covenants Compliance Letters*) of the Receivables Financing Agreement,
- (v) any Additional Obligor Accession Letter,
- (vi) any Hedging Contract,
- (vii) any ancillary facilities (including without limitation any bond, guarantee or indemnity facilities) with Barclays Bank PLC,

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(viii) the Existing CSG Debenture,

(ix) the Existing Carlisle Security,

(x) the Group Debenture,

(xi) the Parent Debenture,

(xii) the Isengard Security,

(xiii) the Intercreditor Agreements,

and any other agreement entered into after the date hereof between Barclays 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),

'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,

'Group Debenture' means the composite all assets guarantee and indemnity and debenture given by the CSG Chargers and the Target Chargers in favour of Barclays on or about the Closing Date,

'Hedging Contract' has the meaning given to it in the Receivables Financing Agreement,

'Insolvency Proceedings' shall have the meaning given to it in the Receivables Financing Agreement,

'Insolvent' shall have the meaning given to it in the Receivables Financing Agreement,

'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 Deed,

'Intercreditor Agreements' has the meaning given to it in the Receivables Financing Agreement,

'Isengard' means Isengard Holdings Limited, a company incorporated in Belize with registered number 38551,

'Isengard Security' means

- (a) a share pledge granted by Isengard in favour of Barclays over the shares held by Isengard in any of its Subsidiaries which are Security Obligors, to be entered into on or about the Closing Date, and
- (b) a Belize law governed share pledge granted by Impellam Group Plc in favour of Barclays over the shares held by Impellam Group Plc in Isengard, to be entered into on or about the Closing Date,

'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

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Barclays from time to time,

'Operational Covenants Compliance Letter' has the meaning given to it in the Receivables Financing Agreement

'Obligor' shall have the meaning given to it in the Receivables Financing Agreement,

'Original CSG Chargors' has the meaning given to it in the Receivables Financing Agreement,

'Original Securities' means the shares in certain of the Original Security Obligors more particularly described in Schedule 2,

'Original Security Obligors' means the companies listed at Schedule 1 and includes (without limitation and for the avoidance of doubt) the Company,

'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 Other Trade Receivables and that Security Obligor's Non-Vesting Debts and Related Rights thereto,

'Other Trade Receivables' means all Austin Benn Debts and Commensura Debts and their proceeds now or in the future owing to a Security Obligor,

'Parent Debenture' means the composite all assets guarantee and indemnity and debenture in the agreed terms given by Impellam Group Plc in favour of Barclays dated 14 March 2008,

'Payment Agent' means Blue Arrow Limited (registered in England and Wales with the number 00641659),

'Permitted Disposal' shall have the same meaning as in the Receivables Financing Agreement

'Permitted Encumbrance' shall have the same meaning as in the Receivables Financing Agreement,

'Receivables Financing Agreement' means the receivables financing agreement, dated 14 March 2008 guarantee and debenture, entered into between Barclays and certain of the Security Obligors, pursuant to which such Security Obligors assign certain of their book debts to Barclays.

'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 whole or substantially the whole of that Security Obligor's assets, as Barclays may specify,

'Related Rights' in relation to a Debt, means any of the following

- (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,

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

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Secured Sums,

'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 or assigned to Barclays under clause 3 2 of the Deed,

'RFA Security Obligors' means Impellam Group Plc, the Original Security Obligors and any person which grants a Security Interest to Barclays in respect of an Obligor's liabilities pursuant to the Receivables Financing Agreement,

'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,

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

'Security Period' means the period beginning on the date of the Deed and ending on the date on which

- (a) all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, and
- (b) Barclays has no further commitment, obligation or liability under or pursuant to the Finance Documents,

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

'Target Chargors' means the companies described in Part V (*Target Chargors*) of Schedule 1 (*The Obligors and Security Obligors*) of the Receivables Financing Agreement,

'Target Obligor Deed of Accession' means a document substantially in the form set out in schedule 10 (*Form of Target Obligor Deed of Accession*) of the Receivables Financing Agreement,

'Trade Receivables Obligors' means Austin Benn and Comensura, and

'Trust Account' has the meaning given to it in the Receivables Financing Agreement,

Name of company

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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
The Recruitment Group Limited	03189412	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Laybridge Limited	03407312	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA

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ADG Group Limited	01734222	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Workforce Solutions 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
Chrysalis Community Care Group 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
STPL2 Limited	02588332	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Medacs Healthcare Group Limited	03120991	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Austin Benn Limited	02703463	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA

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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 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
Forward Recruitment Consultants Limited	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
Chrysalis Community Care (Bristol) Limited	04368782	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA
Translocation UK Limited	04498235	800 The Boulevard Capability Green Luton Bedfordshire LU1 3BA

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Carlisle Staffing PLC	2873036	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
S Com Group Limited	2209742	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Cleaning Services Limited	02388687	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Security Services Limited	02654100	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Recruit Retail Services PLC	02980378	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Group PLC	00511804	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
BMS Limited	3654321	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Capitol Group PLC	1698365	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Cleaning Services Holdings (UK) PLC	4132389	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Cleaning Services Holdings Limited	2767975	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Facilities Group (UK) PLC	4066380	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ

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Carlisle Nominees Limited	3368331	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Staffing Services Holdings Limited	4167777	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Carlisle Staffing Services Limited	2849488	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Chadwick-Nott (Holdings) Limited	2999657	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Matrix Human Resources Limited	4162934	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Professional Staff Limited	2459997	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
PS Interim Limited	2372386	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ
Recruit Event Services Limited	4170454	Buckland House Waterside Drive Langley Business Park Slough Berkshire SL3 6EZ

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SCHEDULE 2
The Original Securities

Name of shareholder	Name of Security Obligor in which shares are held	Company Number	Number of shares held
The Corporate Services Group PLC	Blue Arrow Holdings Limited	02586484	26,722,000 cumulative redeemable preference shares of £1 each 1,000,002 ordinary shares of £0 10 each 334,340 ordinary shares of £0 10 each
The Corporate Services Group PLC	Comensura Limited	04085767	7,500,000 ordinary shares of £1 each
Blue Arrow Holdings Limited	Blue Arrow Ltd	00641659	26,500,000 ordinary shares of £1 each
Blue Arrow Holdings Limited	ADG Group Limited	01734222	43,094,046 ordinary shares of £0 05 each
Blue Arrow Holdings Limited	ABC Contract Services Limited	01189888	3,104,971 ordinary shares of £1 each
Blue Arrow Holdings Limited	Austin Benn Consultants Limited	02614883	2 ordinary shares of £1 each
Blue Arrow Holdings Limited	Blue Arrow Recruitment Solutions Limited	02054869	10,000 ordinary shares of £1 each
Blue Arrow Holdings Limited	Medacs Healthcare Group Limited	03120991	2,500 A ordinary shares of £1 each, 50,000 ordinary shares of £1 each
Blue Arrow Holdings Limited	Austin Benn Limited	02703463	6,901,000 ordinary shares of £1 each
ADG Group Limited	Chrysalis Community Care Group Limited	01142361	30 deferred shares of £1 each
Medacs Healthcare Group Limited and Blue Arrow Holdings Limited	Medacs Healthcare PLC	02518546	49,999 ordinary shares of £1 each (held by Medacs Healthcare Group Limited) and 1 ordinary share of £1 (held by Blue Arrow Holdings Limited)

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Austin Benn Limited	MTS Group Holdings Limited	01359829	5,500,100 ordinary shares of £1 each
MTS Group Holdings Limited	Blue Arrow Services Limited	01135167	5,535,173 ordinary shares of £1 each
CSG Healthcare Limited	Blend Recruitment Limited	03205882	1 ordinary share of £1
Medacs Healthcare PLC	Translocation UK Limited	04498235	1 ordinary £1 share
BMS Limited	Carlisle Staffing Services Holdings Limited	04167777	1 ordinary £1 share
BMS Limited	Recruit Retail Services PLC	02980378	49,999 ordinary £1 shares
BMS Limited	Recruit Event Services Limited	04170454	1 ordinary £1 share
BMS Limited	Carlisle Cleaning Services Holdings Limited	02767975	4,000,000 ordinary £1 shares
Carlisle Cleaning Services Holdings Limited	Carlisle Cleaning Services Limited	02388687	£550,100 divided into 550,000 non-participating redeemable £1 shares and 100 ordinary £1 shares
Carlisle Group PLC	Capitol Group PLC	01698365	12,397,823 ordinary £0.05 shares
Carlisle Group PLC	BMS Limited	03654321	3 ordinary £1 shares
Carlisle Group PLC	Chadwick-Nott (Holdings) Limited	02999657	13,629 "B" Ordinary shares of £1
Carlisle Nominees Limited	Carlisle Group PLC	00511804	One ordinary £0.10 share
Carlisle Nominees Limited	Carlisle Staffing PLC	02873036	1 ordinary £1 share
Carlisle Nominees Limited	Recruit Retail Services PLC	02980378	1 ordinary £1 share
Carlisle Nominees Limited	BMS Limited	03654321	1 ordinary £1 share
Carlisle Nominees Limited	Capitol Group PLC	01698365	1 ordinary share
Carlisle Nominees Limited	Carlisle Cleaning Services Holdings (UK) PLC	04131289	1 ordinary £1 share
Carlisle Nominees Limited	Carlisle Facilities Group (UK) PLC	04066380	1 ordinary £1 share
Carlisle Staffing Services Limited	Carlisle Staffing PLC	02873036	1,999,999 ordinary £1 shares
Chadwick-Nott (Holdings) Limited	Matrix Human Resources Limited	04162934	100 ordinary £1 shares
Professional Staff Limited	S Com Group Limited	02209742	17,800,000 ordinary £1 shares
Chrysalis Community Care Group Limited	Chrysalis Community Care (Bristol) Limited	04368782	200 ordinary shares £1 shares
Capitol Group PLC	Carlisle Security Services Limited	02654100	21,100 ordinary shares £1 shares
Carlisle Staffing Services Holding Limited	Carlisle Staffing Services Limited	02849488	6,000,000 ordinary shares £1 shares

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SCHEDULE 3
Intellectual Property

Trade Mark	Application Number	Application Date	Registration Number	Renewal Date	Applicant / Registered Proprietor
BLUE ARROW	863095	16/01/2001	863095	16/01/2011	The Corporate Services Group PLC
BLUE ARROW CATERING (figurative)	002036697	15/01/2001	002036697	15/01/2011	The Corporate Services Group PLC
BLUE ARROW HEALTHCARE (figurative)	002036879	15/01/2001	002036879	15/01/2011	The Corporate Services Group PLC
BLUE ARROW INDUSTRIAL (figurative)	002036820	15/01/2001	002036820	15/01/2011	The Corporate Services Group PLC
BLUE ARROW OFFICE (figurative)	002036762	15/01/2001	002036762	15/01/2011	The Corporate Services Group PLC
ARROWS (figurative)	1320024	27/08/1987	1320024	27/08/2008	The Corporate Services Group PLC
ARROWS (figurative)	1320026	27/08/1987	1320026	27/08/2008	The Corporate Services Group PLC
AUSTIN BENN	2315270	07/11/2002	2315270	07/11/2012	The Corporate Services Group PLC
blueArrow	2257174	04/01/2001	2257174	04/01/2011	The Corporate Services Group PLC
BLUE ARROW	1320021	27/08/1987	1320021	27/08/2008	The Corporate Services Group PLC
BLUE ARROW	1320023	27/08/1987	1320023	27/08/2008	The Corporate Services Group PLC
BLUE ARROW CATERING (figurative)	2258561	04/01/2001	2258561	04/01/2011	The Corporate Services Group PLC
BLUE ARROW HEALTHCARE (figurative)	2258569	04/01/2001	2258569	04/01/2011	The Corporate Services Group PLC

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BLUE ARROW INDUSTRIAL (figurative)	2258562	04/01/2001	2258562	04/01/2011	The Corporate Services Group PLC
BLUE ARROW OFFICE (figurative)	2258567	04/01/2001	2258567	04/01/2011	The Corporate Services Group PLC
MEDACS HEALTHCARE SERVICES PLC	2112395	10/10/1996	2112395	10/10/2016	Medacs Healthcare Services PLC
mts managed technical solutions	2299127	26/04/2002	2299127	26/04/2012	The Corporate Services Group PLC
RECTANGULAR (figurative)	2264097	14/03/2001	2264097	14/03/2011	The Corporate Services Group PLC
RELIANCE	1320000	27/08/1987	1320000	27/08/2008	The Corporate Services Group PLC
SILKPOOL	2264952	21/03/2001	2264952	21/03/2011	The Corporate Services Group PLC
THREE TRIANGLES (figurative)	2058813	01/03/1996	2058813	01/03/2016	The Corporate Services Group PLC
CE	2399523A	17/08/2005	2399523A	17/08/2015	The Corporate Services Group PLC
C+E	2399523B	17/08/2005	2399523B	17/08/2015	The Corporate Services Group PLC
UK	2399524	17/08/2005	2399524	17/08/2015	The Corporate Services Group PLC
ABC	2408067	02/12/2005	2408067	02/12/2015	The Corporate Services Group PLC
CORESTAFF SERVICES	2408337	06/12/2005	2408337	06/12/2015	The Corporate Services Group PLC
prn	2408338	06/12/2005	2408338	06/12/2015	The Corporate Services Group PLC
csg corporate services group	2408339	06/12/2005			The Corporate Services Group PLC

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comensura	2408340	06/12/2005	2408340	06/12/2015	The Corporate Services Group PLC
blueArrow Care	2415164	28/02/2006	2415164	28/02/2016	The Corporate Services Group PLC
austinbenn Sales People Solutions	2418095	30/03/2006	2418095	30/03/2016	The Corporate Services Group PLC
MEDACS	2258138	18/01/2001	2258138	18/01/2011	Medacs Healthcare PLC
Medacs Giving you the option	2292972	16/02/2002	2292972	16/02/2012	Medacs Healthcare PLC
Medacs [word] (Australia)	-	27/04/2005 (Registration Date)	1013599	30/07/2014	Medacs Healthcare PLC
Medacs [word] (New Zealand)	-	28/07/2004 (Registration Date)	715948	28/07/2014	Medacs Healthcare PLC
Medacs [word] (South Africa)	-	30/04/2001 (Registration Date)	2001/07265	30/04/2011	Corporate Services Group PLC
Blend [word] (UK)	-	24/08/2007 (Registration Date)	2442003	20/12/2016	Blend Recruitment Limited
Comensura [word+device] (Australia)	-	07/04/2006 (Registration Date)	1107821	13/02/2016	Comensura Limited
CleanTeam Proactive Cleaning Solutions	2475042	14/12/2007	2475042	N/A	Carlisle Cleaning Services Limited
GreenClean Responsible Cleaning Solutions	2475043	14/12/2007	2475043	N/A	Carlisle Cleaning Services Limited

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CleanSafe Combining Secure Solutions	2475044	14/12/2007	2475044	N/A	Carlisle Cleaning Services Limited
Cityloos	2409573	20/12/2005	2409573	20/12/2015	Carlisle Cleaning Services Ltd
THE CAPITOL GROUP	1575347	14/06/1994	1575347	14/06/2011	The Capitol Group plc
Celsian	2277706	11/08/2001	2277706	11/08/2011	Carlisle Staffing Services Limited
LAB staff	2195549	23/04/1999	2195549	23/04/2009	Professional Staff Plc (now Professional Staff Limited)
S com globalpeople solutions (Community Trade Mark)	002475648	21/11/2001	002475648	21/11/2011	S Com Group Plc (now S Com Group Limited)
e e-volution e- volution e (Community Trade Mark)	002475614	21/11/2001	002475614	21/11/2011	S Com Group Plc (now S Com Group Limited)
LAB staff (Community Trade Mark)	001150994	23/04/1999	001150994	23/04/2009	Professional Staff Plc (now Professional Staff Limited)
LAB staff (Community Trade Mark)	001151216	23/04/1999	001151216	23/04/2009	Professional Staff Plc (now Professional Staff Limited)

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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)

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 (save for the Bearer Shares),
 - (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

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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

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 any Security Obligor,

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 the Company, _

(i) all of the Company's goodwill and uncalled share capital for the time being,

(j) all of the Company's rights, title or interest in and to the Intellectual Property listed in Schedule 3, in each case including all applications for registration and rights to apply for registration in any part of the world,

(k) all of the Company's Intellectual Property (other than the Intellectual Property listed in Schedule 3), present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which a Company is entitled together with others,

(l) 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,

(m) 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,

(n) all of the Company's rights, title and interest in and to the Customer Databases,

(o) all Non-Vesting Debts and their proceeds now or in the future owing to the Company,

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

(q) to the extent they are not effectively assigned under clause 3.2 of the Deed (as detailed in paragraph 1.2 below), all Austin Benn Debts and their proceeds now or in the future owing to Austin Benn (if applicable),

(r) to the extent they are not effectively assigned under clause 3.2 of the Deed (as detailed in paragraph 1.2 below), all Commensura Debts and their proceeds now or in the future owing to Commensura (if applicable),

(s) to the extent they are not effectively assigned under clause 3.2 of the Deed (as detailed in paragraph 1.2 below), all Related Rights relating to any Other Trade Receivables,

(t) 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),

(u) all Excluded Proceeds,

(v) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future

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available to the Company as security in respect of any Charged Asset, and

- (w) 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 so that 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 Deed (as detailed in paragraph 2 1 below), 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

1 2 By executing the Deed the Company assigned and agreed to assign to Barclays (such that each assignment listed below is a separate assignment in relation to each Company) as continuing security with full title guarantee for the payment or discharge of all Secured Sums, all of its rights, title and interest in and to

- 1 2 1 all Austin Benn Debts and their proceeds,
- 1 2 2 all Comensura Debts and their proceeds,
- 1 2 3 all Related Rights relating to any Other Trade Receivables

1 3 Barclays may at any time crystallise any of the floating charges created in respect of each Security Obligor in clause 3 1 3 of the Deed (as detailed in paragraph 1 1 3 above) 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 a Security Obligor in relation to any or all of the Floating Charge Assets, as Barclays specify in the notice

- 1 3 1 if it considers it desirable to do so in order to protect or preserve the Security Interest created by the Deed, and/or
- 1 3 2 at any time after an Event of Default which is continuing

1 4 The Company has agreed

- 1 4 1 to promptly deposit with Barclays for their retention all share certificates relating to the Original Securities,
- 1 4 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,
- 1 4 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

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give any instructions and take any actions Barclays may require to achieve this, and

1 4 4 that upon Barclays' demand in writing it will deposit with Barclays for Barclays' retention all or any of the Retained Documentation

1 5 Unless and until the Deed becomes enforceable in accordance with the terms of clause 15 1 of the Deed

1 5 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,

1 5 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 relevant Security Obligor from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights, and

1 5 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 Deed (as detailed in paragraphs 1 5 1 and 1 5 2 above) 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 the Bearer Shares or otherwise prejudice the interests of Barclays

1 6 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 (as detailed in paragraph 1 1 3 above) unless Barclays state otherwise on or after its creation

1 7 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 and shall rank in order of priority behind the mortgages and charges created by the Deed

Negative pledge and other restrictions

2 1 The Company has agreed that it will not, except with Barclays' prior written consent

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,

2 1 2 to the extent not a Permitted Disposal, sell, assign, lease, license or sub-license, or grant any interest in, a Security Obligor'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

2 2 In relation to the Original Securities

2 2 1 to the extent not a Permitted Disposal, the Company has covenanted 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 (as detailed in paragraph 1 1 2(g) above)) or the Bearer Shares or any part thereof or attempt or agree so to do,

2 2 2 save in accordance with clause 5 3 of the Receivables Financing Agreement (*Condition subsequent*), each Security Obligor whose shares are Original Securities or Bearer Shares has undertaken that following the Commencement Date it will not make

(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 Bearer Shares, or

(b) any other material modification or variation to its memorandum and articles of association,

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- 2 2 3 save for any Permitted Disposal in accordance with paragraph (f) of that definition, each Security Obligor 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 (i) issued to the Security Obligor holding its shares at the Effective Date (as more described at column one of Schedule 2), (ii) ranking *pari passu* with the relevant Original Securities, and (iii) in respect of which clause 5 2 3 of the Deed is complied with,

Further assurance

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

Continuing security

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

Power of attorney

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 its attorney (with full power to appoint substitutes and to delegate) with power in its name or on its behalf and as its act and deed or otherwise

- 5 1 at any time after the Deed has become enforceable in accordance with Clause 15 1 of the Deed, to obtain payment of or perfect its ownership of any Other Trade Receivables,
- 5 2 at any time after the Deed has become enforceable in accordance with Clause 15 1 of the Deed, to conduct any claim or other matter under or pursuant to any relevant fraud and/or credit insurance policy or policies in relation to all or any Other Trade Receivables,
- 5 3 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 the Deed), and
- 5 4 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 the Deed or under any Finance Document, the LPA or the Insolvency Act

Set-off

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3372323
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 6 MAY 2008 AND CREATED BY SOUTHERN
APPOINTMENTS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM IMPELLAM GROUP PLC, THE
ORIGINAL SECURITY OBLIGORS AND ANY PERSON WHICH
GRANTS A SECURITY INTEREST TO BARCLAYS BANK PLC
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 17 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES