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COMPANIES FORM No. 395

020334/689

395

Particulars of a mortgage or charge

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2

6511961

Name of company

* **Impellam Group PLC (the "Chargor")**

Date of creation of the charge

6 May 2008

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

Charge Over Shares (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Security Obligors and/or the Chargor to Barclays under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed)

(the "Secured Obligations")

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

BARCLAYS BANK PLC (as "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

76956/120808/19244984 1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A33 17/05/2008 48
COMPANIES HOUSE

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

1 Covenant to pay

The Chargor covenanted in favour of Barclays that it will pay and discharge the Secured Obligations from time to time when they fall due

Continued on Addendum 4/4

Particulars as to commission allowance or discount (note 3)

NIL

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

Signed DLA Piper UK LLP

Date 16/5/08

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (chargee) † Barclays

† 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

* Impellam Group PLC (the "Chargor")

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)

In this Form the following terms have the following meanings

"Act" means the Law of Property Act (Chapter 190) of the laws of Belize, 2000,

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

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

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means the securities specified in the schedule (*The Initial Charged Securities*),

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

"Commencement Date" means the date on which Barclays confirms to the Parent 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),

"Company" means Isengard Holdings Limited,

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

"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,

Name of company

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- (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,
- (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),

"**Group**" means the Chargor and its subsidiaries incorporated in or carrying on business in the United Kingdom from time to time and "**Group Company**" means any member of that Group from time to time,

"**Group Debenture**" mean the composite all assets guarantee and indemnity and debenture given by the CSG Chargors and the Target Chargors in favour of Barclays on or about the Closing Date,

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

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

"**Isengard**" means Isengard Holdings Limited, a company incorporated in Belize with company 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) the Deed,

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

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

"**Parent**" mean Impellam Group Plc, a company registered in England and Wales with the number 6511961,

"**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,

"**Party**" means a party to the Deed,

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

Name of company

*insert full name
of Company

* Impellam Group PLC (the "Chargor")

"Receivables Financing Agreement" means the Receivables Financing Agreement entered into on 14 March 2008 between Barclays (acting through its Asset and Sales Finance division) and certain Group Companies pursuant to which those Group Companies have assigned certain of their book debts to Barclays,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by Barclays under the Deed,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Security" means the Security Interests created by or pursuant to the Deed,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

"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 Obligors" means

- (a) with effect from the Commencement Date, the Parent,
- (b) with effect from the date of the Group Debenture, the CSG Chargors and the Target Chargors, and
- (c) any person which grants a Security Interest to Barclays in respect of an Obligor's liabilities to Barclays pursuant to this Deed,

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

- (a) all the Secured Obligations 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

"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,

Name of company

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SCHEDULE**The Initial Charged Securities**

Name of company in which shares are held	Name of any nominee holder and class and number of shares held	Class of shares held	Number of shares held	Issued share capital
Isengard Holdings Limited	n/a	Ordinary	1	US\$50,000 00

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)

2. GRANT OF SECURITY**2.1 Nature of security**

All Security Interests and dispositions created or made by or pursuant to the Deed are created or made

- (a) in favour of Barclays,
- (b) with full title guarantee in accordance with the Act, and
- (c) as continuing security for payment of the Secured Obligations

2.2 Charged Investments

The Chargor charged and agreed to charge by way of first fixed charge all of its present and future right, title and interest in and to the Charged Securities together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments

3. CONTINUING SECURITY**3.1 Continuing security**

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

3.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or

Name of company

*insert full name
of Company

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Security Interest which Barclays may at any time hold for any Secured Obligation

3.3 Right to enforce

The Deed may be enforced against the Chargor without Barclays first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it

4. UNDERTAKINGS BY THE CHARGOR**4.1 Restrictions on dealing**

The Chargor shall not do or agree to do any of the following without the prior written consent of Barclays

- (a) create or permit to subsist any Security Interest on any Security Asset,
- (b) - sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset, or
- (c) take or permit the taking of any action which may result in
 - (i) the rights attaching to any Security Asset being altered, or
 - (ii) further securities in the Company being issued, except where such further securities are the subject of this Security or a Security Interest in substantially the same form as this Security

5. FURTHER ASSURANCES

The Chargor shall, at its own expense, promptly take whatever action Barclays or a Receiver may require for

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Deed, and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by Barclays or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any Charged Securities whether to Barclays or to its nominees, the giving of any notice, order or direction and the making of any registration which, in any such case, Barclays may think expedient

6. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints Barclays, each Receiver and any of its or their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Deed, including under clause 17 (*Further assurances*) of the Deed, but which the Chargor fails to do promptly after being asked to do so in writing by Barclays or any Receiver or any of its or their delegates or sub-delegates. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 6511961
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 6
MAY 2008 AND CREATED BY IMPELLAM GROUP PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND/OR THE SECURITY OBLIGORS 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
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