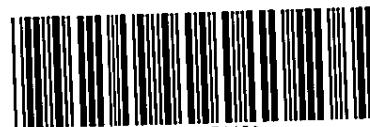


# MR04

## Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



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\*L3YLLQU3\*

07/01/2015

#44

COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

☐ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP or a  
LL MR04

WEDNESDAY

### 1 Company details

Company number 0 2 7 0 8 6 9 0

Company name in full Daisy Surgery Line Limited (the "Company")

9

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ **Before 06/04/2013** Complete Part A and Part C

→ **On or after 06/04/2013** Complete Part B and Part C

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 6 0 3 2 0 1 3

### A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number\* 9

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description Debenture dated 26 March 2013 between the Company and  
Barclays Bank PLC as security agent and trustee for itself and  
each of the Finance Parties (the "Security Agent") (the  
"Debenture")

**Continuation page**  
Please use a continuation page if  
you need to enter more details

**MR04**

Statement of satisfaction in full or in part of a charge

**A4****Short particulars of the property or undertaking charged**

Short particulars

Please give the short particulars of the property or undertaking charged

**1 CHARGES****1 1 Mortgages and Fixed Charges**

As a continuing security for payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Security Agent all its right, title and interest from time to time in each of the following assets -

1 1 1 by way of first legal mortgage all Land which is described in Schedule 1 below (being Schedule 2 to the Debenture) and all other Land now vested in the Company,

1 1 2 by way of first fixed charge all other Land now vested in the Company (to the extent not effectively charged by Clause 1 1 1 above (being Clause 3 1 1 of the Debenture) and all Land acquired by the Company after the date of the Debenture,

**Continuation page**

Please use a continuation page if you need to enter more details

**Part B****Charges created on or after 06/04/2013****B1****Charge code**

Please give the charge code This can be found on the certificate

Charge code ❶

				-						-				
--	--	--	--	---	--	--	--	--	--	---	--	--	--	--

**❶ Charge code**

This is the unique reference code allocated by the registrar

MR04

Statement of satisfaction in full or in part of a charge

## Part C To be completed for all charges

**C1**

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

☒ In full

☐ In part

**C2**

### Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

David Lewis McGlennon

Please give the address of the person delivering this statement

Building name/number

Daisy House

Street

Lindred Road Business Park

Nelson

Post town

Lancashire

County/Region

United Kingdom

Postcode

B B 9 5 S R

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Officer of the Chargor

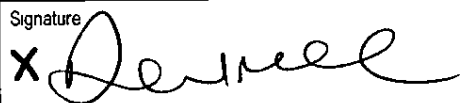
**C3**

### Signature

Please sign the form here

Signature

Signature

X 

X

# MR04

Statement of satisfaction in full or in part of a charge



## Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name David Lewis McGlennon

Company name Daisy Surgery Line Limited

Address Daisy House

Lindred Road Business Park

Nelson

Post town Lancashire

County/Region

Postcode BB9 5SR

Country United Kingdom

DX

Telephone



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register

### Part A Charges created before 06/04/2013

- ☒ You have given the charge date  
☒ You have given the charge number (if appropriate)  
☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4

### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

### Part C To be completed for all charges

- ☒ You have ticked the appropriate box in Section C1  
☒ You have given the details of the person delivering this statement in Section C2  
☒ You have signed the form



## Important information

Please note that all information on this form will appear on the public record.



## Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	Please give the short particulars of the property or undertaking charged
	<p>1 1 3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares,</p> <p>1 1 4 by way of first fixed charge -</p> <ul style="list-style-type: none"> <li>(a) the Securities,</li> <li>(b) the Intellectual Property,</li> <li>(c) the Monetary Claims,</li> <li>(d) the Fixed Plant and Equipment,</li> <li>(e) the Loose Plant and Equipment,</li> <li>(f) the Accounts,</li> <li>(g) the Related Rights under or in connection with the Shares, the Securities, the Accounts, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,</li> <li>(h) to the extent not assigned or effectively assigned by Clause 1 3 below (being Clause 3 3 of the Debenture) (<i>Assignments</i>), the Specific Contracts, the Insurances and other agreements and all Related Rights in respect of such Charged Property, and</li> <li>(i) its present and future goodwill and uncalled capital</li> </ul> <p>1 2 <b>Floating Charge</b></p> <p>As continuing security for payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Security Agent by way of first floating charge the whole of the Company's undertakings and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Company situated in Scotland</p>

## MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	<p><b>1 3 Assignments</b></p> <p>As continuing security for payment and discharge of the Secured Liabilities, the Company with full title guarantee assigned absolutely in favour of the Security Agent, but subject to the right of the Company to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -</p> <p>1 3 1 the Specific Contracts,</p> <p>1 3 2 the Insurances, and</p> <p>1 3 3 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 1 1 above (being Clause 3 1 of the Debenture) (<i>Mortgages and Fixed Charges</i>),</p> <p>together with all Related Rights in respect of such Charged Property, provided that the Company is entitled until the occurrence of a Declared Default to exercise all rights assigned under this Clause 1 3 (being Clause 3 3 of the Debenture) (<i>Assignments</i>) (subject to the terms of the Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable the Company to do so</p> <p><b>1 4 Trust</b></p> <p>If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for the Security Agent</p> <p><b>1 5 Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture</p> <p><b>2 RESTRICTIONS AND FURTHER ASSURANCE</b></p> <p><b>2 1 Security</b></p> <p>The Company undertakes that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by clause 24 14 (<i>Negative pledge</i>) of the Facilities Agreement, except as expressly permitted under the terms of the Finance Documents</p>	

## MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p><b>2 2 Disposal</b></p> <p>The Company undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub license, transfer or otherwise dispose of any Charged Property except as permitted by clause 24 15 (<i>Disposals</i>) of the Facilities Agreement</p> <p>Definitions –</p> <p><b>"Account"</b> means any account opened or maintained at any bank or financial institution in which the Company now or in the future has an interest and (to the extent of its interest) all balance now or in the future standing to the credit or accrued or accruing on those accounts</p> <p><b>"Agent"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Charged Property"</b> means all the assets and undertaking of the Company which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to the Debenture</p> <p><b>"Chargors"</b> has the meaning given to such term in the Debenture</p> <p><b>"Declared Default"</b> means an Event of Default which has resulted in the Agent exercising any of its rights under Clause 25 16 (<i>Acceleration</i>) of the Facilities Agreement</p> <p><b>"Deed of Accession"</b> means a deed substantially in the form of Schedule 4 of the Debenture (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor</p>	

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
<b>"Event of Default"</b>	has the meaning given to that term in the Facilities Agreement	
<b>"Facilities Agreement"</b>	means the facilities agreement date on or about the date of the Debenture between, among others, the Company, the Agent and the Security Agent	
<b>"Finance Documents"</b>	has the meaning given to that term in the Facilities Agreement	
<b>"Finance Party"</b>	has the meaning given to the term in the Facilities Agreement (together the "Finance Parties")	
<b>"Fixed Plant and Equipments"</b>	means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building	
<b>"Fixtures"</b>	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures	
<b>"Group"</b>	has the meaning given to that term in the Facilities Agreement	
<b>"Insurances"</b>	means, together with those insurance	

## MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

policies details of which are set out in Schedule 2 below (being Schedule 3 of the Debenture) (*Details of Material Insurances*), any policy of insurance or assurance

**"Intellectual Property"** means any of the following -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right

**"Land"**

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland

**"Loose Plant and Equipment"**

means, in relation to the Company, all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

**"Monetary Claims"**

means all book and other debts and monetary claims now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt to secure payment of, any such debt

**"now"**

means at the date of the Debenture

**"Related Rights"**

means in relation to any Charged Property

(a) the proceeds of sale of any part of that Charged Property,

(b) all rights under any license, agreement for sale or agreement for lease in respect of that Charged Property,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and

(d) any dividends, interest, moneys or proceeds paid or payable in respect of that Charged Property.

**MR04 - continuation page**  
Statement of satisfaction in full or in part of a charge

<b>A4</b>	<b>Short particulars of the property or undertaking charged</b>	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<b>"Securities"</b>	<p>means all the right, title and interest of the Company, now or in the future, in any -</p> <p>(a) stocks, shares, bonds, deeds, loan stocks, or other securities issued by any person,</p> <p>(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, deeds, loan stocks or other securities or investments issued by any person, and</p> <p>(c) units or other interests in any unit trust or collective investment scheme,</p> <p>other than the Shares</p>
	<b>"Security Agent"</b>	<p>includes the Security Agent's successors in title and any successor appointed in accordance with the Finance Documents</p>
	<b>"Security"</b>	<p>means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>
	<b>"Shares"</b>	<p>means any shares in the capital of any member of the Group owned by the Company or held by any nominee on behalf of the Company at any time, held by, to the order of or on behalf of, the Company at any time</p>
	<b>"Specific Contracts"</b>	<p>means any agreement specified in Schedule 5 to any Deed of Accession by which a Chargor becomes a party to the Debenture</p>

**MR04 - continuation page**  
Statement of satisfaction in full or in part of a charge

**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

**SCHEDULE 1-LAND**

**DETAILS OF LAND**

**REGISTERED LAND**

None at the date of the Debenture

**UNREGISTERED LAND**

None at the date of the Debenture

**SCHEDULE 2 –INSURANCES**

**DETAILS OF MATERIAL INSURANCES**

**Commercial Combined**

Insurer	Hiscox Insurance Company Limited
Policy Number	HUPI6135741114
Renewal Date	17 March 2014
Limit on any one occurrence	£10,000,000

**Excess Public/Products Liability**

Insurer	ACE Insurance Company
Policy Number	UKCASO05678 111
Renewal Date	17 March 2014
Limit on any one occurrence	£5,000,000

**MR04 - continuation page**  
Statement of satisfaction in full or in part of a charge

**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

**Professional Indemnity Insurance**

Insurer	Chubb Insurance Co of Europe SE
Policy Number	79858572
Renewal Date	17 March 2014
Limit on any one occurrence	£10,000,00

**Motor Insurance**

Insurer	Aviva
Policy Number	52 FLW 7039859
Renewal Date	17 March 2014

**Computer Insurance**

Insurer	Aviva
Policy Number	24865744ENP
Renewal Date	17 March 2014

**Directors & Officers Liability**

Insurer	Chubb Insurance Co Ltd
Policy Number	822 10918
Renewal Date	17 March 2012
Limit on any one occurrence	£10,000,000

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

### Goods In Transit

Insurer	Northern Marine Underwriters
Policy Number	GIT 021004326
Renewal Date	17 March 2013

### Business Travel

Insurer	Chubb Insurance Co Ltd
Policy Number	648 093 49
Renewal Date	17 March 2012

### Terrorism

Insurer	Northern Marine Underwriters
Policy Number	TSP 021 000080
Renewal Date	17 March 2003
Limit on any one occurrence	£10,000,000