

14465/208

In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a  
Scottish company. To do this,  
please use MG01s



A13 \*A25OBVEJ\* 05/04/2013 #8  
COMPANIES HOUSE

**1 Company details**

Company number 0 2 7 0 8 6 9 0

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

9 For official use

→ **Filling in this form**  
Please complete in typescript or  
in bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation 2 6 0 3 2 0 1 3

**3 Description**

Please give a description of the instrument (if any) creating or evidencing  
the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

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")

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured Please see attached Continuation Page

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

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## Particulars of a mortgage or charge

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### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	Barclays Bank PLC as Security Agent
Address	1 Churchill Place
	London
Postcode	E 1 4 5 H P
Name	
Address	
Postcode	

6

### Short particulars of all the property mortgaged or charged

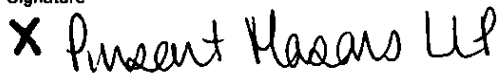
Please give the short particulars of the property mortgaged or charged

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

Short particulars	Please see attached Continuation Page
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## MG01

### Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>  You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).  We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will accept a verified copy where section 867(2) applies (property situated in another part of UK).	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature <div></div>  This form must be signed by a person with an interest in the registration of the charge	

# MG01

## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **James Garner**

Company name **Pinsent Masons LLP**

Address **3 Hardman Street**

Post town **Manchester**

County/Region **Greater Manchester**

Postcode **M 3 3 A U**

County

DX **Hardman Street - 14490 Manchester 2**

Telephone **0161 234 8230**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### 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
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

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



### How to pay

**A fee of £13 is payable to the Companies House in respect of each mortgage or charge**

Make cheques or postal orders payable to 'Companies House'



### 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  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)**

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### Particulars of a mortgage or charge

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#### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Any present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Chargor to any Finance Party under a Finance Document to which the Company is a party, except for any obligation which, if it were so included, would result in the Debenture contravening Section 678 or 679 of the Companies Act 2006 (together the "**Secured Liabilities**")

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	1	<b>CHARGES</b>
	1 1	<b>Mortgages and Fixed Charges</b>
		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,
	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,
	1 1 4	by way of first fixed charge -
		(a) the Securities,
		(b) the Intellectual Property,
		(c) the Monetary Claims,
		(d) the Fixed Plant and Equipment,
		(e) the Loose Plant and Equipment,
		(f) the Accounts,
		(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,
		(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
		(i) its present and future goodwill and uncalled capital
	1 2	<b>Floating Charge</b>
		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

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short  
particulars

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

#### 1 3 Assignments

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 -

1 3 1 the Specific Contracts,

1 3 2 the Insurances, and

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) (*Mortgages and Fixed Charges*),

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) (*Assignments*) (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

#### 1 4 Trust

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

#### 1 5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

### 2 RESTRICTIONS AND FURTHER ASSURANCE

#### 2 1 Security

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 (*Negative pledge*) of the Facilities Agreement, except as expressly permitted under the terms of the Finance Documents

#### 2 2 Disposal

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

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	<p>Charged Property except as permitted by clause 24 15 (<i>Disposals</i>) of the Facilities Agreement</p> <p><b>Definitions:-</b></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> <p><b>"Event of Default"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Facilities Agreement"</b> means the facilities agreement dated on or about the date of the Debenture between, among others, the Company, the Agent and the Security Agent</p> <p><b>"Finance Documents"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Finance Party"</b> has the meaning given to that term in the Facilities Agreement (together the <b>"Finance Parties"</b>)</p> <p><b>"Fixed Plant and Equipment"</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</p> <p><b>"Fixtures"</b> means all things of any kind now or at any time affixed to land for any purpose, including, without limitation,</p>
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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short  
particulars

	trade and tenants fixtures
"Group"	has the meaning given to that term in the Facilities Agreement
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 2 below (being Schedule 3 of the Debenture) ( <i>Details of Material Insurances</i> ), any policy of insurance or assurance
"Intellectual Property"	means any of the following - <ul style="list-style-type: none"> <li>(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,</li> <li>(b) any invention, copyright, design right or performance right,</li> <li>(c) any trade secrets, know-how and confidential information, and</li> <li>(d) the benefit of any agreement or licence for the use of any such right</li> </ul>
"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
"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

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give us the short particulars of the property mortgaged or charged	
Short particulars		to secure payment of, any such debt
		means at the date of the Debenture
		<b>"Related Rights"</b>
		means in relation to any Charged Property
		(a) the proceeds of sale of any part of that Charged Property,
		(b) all rights under any licence, 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
		<b>"Securities"</b>
		means all the right, title and interest of the Company, now or in the future, in any -
	(a) stocks, shares, bonds, deeds, loan stocks, or other securities issued by any person,	
	(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	
	(c) units or other interests in any unit trust or collective investment scheme,	
	other than the Shares	
<b>"Security Agent"</b>	includes the Security Agent's successors in title and any successor appointed in accordance with the Finance Documents	
<b>"Security"</b>	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	
<b>"Shares"</b>	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	

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short  
particulars

order of or on behalf of, the Company at any time

#### "Specific Contracts"

means any agreement specified in Schedule 5 to any Deed of Accession by which a Chargor becomes a party to the Debenture

#### 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	HUPI6 1357411 14
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

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or 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	£10,000,000

#### 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

#### Goods In Transit

Insurer	Northern Marine Underwriters
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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

<b>Policy Number</b>	GIT 021004326
<b>Renewal Date</b>	17 March 2013

<b>Business Travel</b>	
<b>Insurer</b>	Chubb Insurance Co Ltd
<b>Policy Number</b>	648 093 49
<b>Renewal Date</b>	17 March 2012

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



**FILE COPY**

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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2708690**

**CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MARCH  
2013 AND CREATED BY DAISY SURGERY LINE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
CHARGOR TO ANY FINANCE PARTY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 5 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013

OK