

MR01

Particulars of a charge

233186/91



A fee is payable with this form.
Please see 'How to pay' on the
last page


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form This scanned and placed on the public record

THURSDAY



J2YPB22P

JNI

02/01/2014

#9

COMPANIES HOUSE

1

Company details

Company number

0 5 9 2 7 8 5 2

Company name in full

ACCIDENT & EMERGENCY AGENCY LIMITED



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

Charge creation date

Charge creation date

d2 d3 m1 m2 y2 y0 y1 y3

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

LLOYDS BANK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

COMPANIES HOUSE
2 JAN 2014
BELFAST

MR01

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen + Overy LLP
a behalf of the Security agent X

This form must be signed by a person with an interest in the charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name THOMAS WILKINSON

Company name ALLEN & OVERY STUDIO LEGALE
ASSOCIATO

Address VIA MANZONI, 41

Post town MILAN

Country/Region

Postcode

2	0	1	2	1		
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Country ITALY

DX

Telephone 020 3088 0000

**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:

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included a certified copy of the instrument with this form
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] Please do not send the original instrument, it must be a certified copy

**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 Companies House in respect of each mortgage or charge filed on paper

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,
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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5927852

Charge code. 0592 7852 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2013 and created by ACCIDENT & EMERGENCY AGENCY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2014

P

Given at Companies House, Cardiff on 8th January 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS ACCESSION DEED is made on 23 December 2013

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (2) ICSG LIMITED (the "Company"); and
- (3) LLOYDS BANK PLC (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 8 June 2010 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

(a) **Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(b) **Construction**

Clause 1 2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2 ACCESSION OF THE ACCEDING COMPANY

(a) **Accession**

Each Acceding Company

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

(b) **Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 of the Debenture (*Covenant to pay*)

Except for material redacted pursuant to s.859G of the Companies Act 2006 I certify that this is a correct copy of the original document.

Allen & Overy LLP

02.01.14

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (ii) by way of first fixed charge
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), together with
 - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by Acceding Company*) and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) **Representations**

Each Acceding Company makes the representations and warranties required pursuant to clause 10 5(a)(iii) to the Debenture as well as those set out in this clause 2(d)

- (i) The Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company, and

- (ii) In relation to the Real Property, part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed

(e) **Consent**

Pursuant to clause 23.3 of the Debenture (*Accession Deed*), the Parent (as agent for itself and the existing Chargors)

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed, and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor

3 CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed

4 THIRD PARTY RIGHTS

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

5 NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below in Schedule 1 (*The Acceding Companies*) to this Accession Deed

6 COUNTERPARTS

This Accession Deed *may* be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed

7 GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed

SCHEDULE 1 TO THE ACCESSION DEED**The Acceding Companies**

Company name	Registered number	Notice Details
Pathology Group Limited	05927809	Caledonia House Pentonville Road London England N1 9NG Fax No +44 (0)203 137 9992 Attention Richard McBride
Accident & Emergency Agency Limited	05927852	Caledonia House Pentonville Road London England N1 9NG Fax No +44 (0)203 137 9992 Attention Richard McBride
Psychiatry People Limited	05927874	Caledonia House Pentonville Road London England N1 9NG Fax No +44 (0)203 137 9992 Attention Richard McBride
GP World Limited	07197490	Caledonia House Pentonville Road London England N1 9NG Fax No +44 (0)203 137 9992 Attention Richard McBride
General Medicine Group Limited	06906418	Caledonia House Pentonville Road London England N1 9NG Fax No +44 (0)203 137 9992 Attention Richard McBride
Surgical People Limited	07963501	Caledonia House Pentonville Road London England N1 9NG

Company name	Registered number	Notice Details
		Fax No +44 (0)203 137 9992 Attention Richard McBride
Healthcare World Limited	07212781	Caledonia House Pentonville Road London England N1 9NG Fax No +44 (0)203 137 9992 Attention Richard McBride

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the Acceding Companies****Part 1 – Real Property**

Registered land				
Acceding Company	Address	Administrative Area		Title number
None				
Unregistered land				
Acceding Company	Name of company in which shares are held	Document describing the Real Property		
		Date	Document	Parties
None				

Part 2 – Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Pathology Group Limited	Accident & Emergency Agency Limited	Ordinary	1	1 GBP
Pathology Group Limited	Psychiatry People Limited	Ordinary	1	1 GBP
Pathology Group Limited	GP World Limited	Ordinary	1	1 GBP
Pathology Group Limited	General Medicine Group Limited	Ordinary	1	1 GBP
Pathology Group Limited	Surgical People Limited	Ordinary	1	1 GBP
Pathology Group Limited	Healthcare World Limited	Ordinary	1	1 GBP

Part 3 – Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch - address and sort code
Pathology Group Ltd	0243	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-01-02
Pathology Group Limited	6206	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL

			16-01-02
A&E Agency Limited	0332	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-01-02
Psychiatry People Limited	1372	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-01-02
GP World Limited	6183	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-01-02
General Medicine Group Ltd	7082	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-01-02
Surgical People Limited	8771	Royal Bank of Scotland	32/63 Threadneedle Street, London, EC2R 8LA 16-00-15
Healthcare World Limited	9798	Royal Bank of Scotland	32/63 Threadneedle Street, London, EC2R 8LA 16-00-15
Pathology Group Limited	7440	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-10-16
A&E Agency Limited	7467	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-10-16
Psychiatry People Limited	7475	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 16-10-16
GP World Limited	7820	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 60-08-46

General Medicine Group Ltd	7839	Royal Bank of Scotland	London Tottenham Court Road Branch, 171 Tottenham Court Road, London, W1P 0DL 60-08-46
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Part 4 – Intellectual Property

Part 4A - Trademarks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
None				

Part 4B – Patents		
Proprietor/ADP number	Patent number	Description
None		

Part 5 – Material Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None			

Part 6 – Insurances

Acceding Company	Insurer	Policy number
None		

EXECUTION PAGES OF THE ACCESSION DEED

Acceding Companies

EXECUTED as a deed by
by PATHOLOGY GROUP LIMITED

)
)



Witnessed by:



Name: HAYLEY GARVEY

Occupation RECEPTIONIST

Execution copy

EXECUTED as a deed by
by ACCIDENT & EMERGENCY AGENCY LIMITED

)
)

[REDACTED]

Witnessed by

[REDACTED]

Name H. GARVEY

Occupation RECEPTIONIST

Execution copy

EXECUTED as a deed by
by PSYCHIATRY PEOPLE LIMITED

)
)

Witnessed by

[REDACTED]

Name HAYLEY GARVEY

Occupation. RECEPTIONIST

Execution copy

EXECUTED as a deed by
by GP WORLD LIMITED

)
)

Witnessed by

Name HAYLEY GARVEY

Occupation RECEPTIONIST

Execution copy

EXECUTED as a deed by
by GENERAL MEDICINE GROUP LIMITED

)
)

Witnessed by.

Name. HANLEY GARNER

Occupation. RECEPTIONIST

Execution copy

EXECUTED as a deed by
by SURGICAL PEOPLE LIMITED

Witnessed by

Name HAYLEY GARVEY

Occupation RECEPTIONIST

Execution copy

EXECUTED as a deed by
by HEALTHCARE WORLD LIMITED

)
)

Witnessed by

[REDACTED]

Name THANEY GARVEY

Occupation RECEPTIONIST

Execution copy

Company

EXECUTED as a deed by
by ICSG LIMITED

)
)

Witnessed by

Name: HAYLEY GARVEY

Occupation: RECEPTIONIST

The Security Agent

Signed by Andrew Watt for and on
behalf of LLOYDS BANK PLC

)

) Signature

A black rectangular redaction box covering the signature.