In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



			**
		You can use the WebFiling service to file this form online. Please go to www companieshouse gov uk	
•	You may use this form to register a charge created or evidenced by	Vhat this form is NOT for You may not use this form to egister a charge where there is no estrument. Use form MR08	For further information, please refer to our guidance at www.companieshouse gov uk
	This form must be delivered to the Regist 21 days beginning with the day after the da delivered outside of the 21 days it will be recourt order extending the time for delivery	te of creation of the charge	*J2YPB22P*
ď	You must enclose a certified copy of the inscanned and placed on the public record		JNI 02/01/2014 #9 COMPANIES HOUSE
	Company details		For official use
empany number	0 5 9 2 7 8 5 2		Fulling in this form Please complete in typescript or in bold black capitals
ompany name in full	ACCIDENT & EMERGENCY AGENCY	LIMITED	All fields are mandatory unless specified or indicated by *
	Charge creation date		
narge creation date		<u>/1 </u>	
	1 1 1 1	1	
	Names of persons, security agents		irge
	Please show the names of each of the per entitled to the charge	rsons, security agents or trustees	
ame	LLOYDS BANK PLC		
ame			
			_
ame			_
			- JUES HOUS
ame			COMPANIES HOUSE
			COMPARTO JAN 2014 BELFAST
	If there are more than four names, please	supply any four of these names ther	TI FAST
	tick the statement below	cappy any loar or more number that	BELL
	I confirm that there are more than fou trustees entitled to the charge	r persons, security agents or	
	!		

Particulars of a charge Description Please give a short description of any land (including buildings), ship, aircraft or Continuation page Please use a continuation page if intellectual property registered (or required to be registered) in the UK which is you need to enter more details subject to this fixed charge or fixed security N/A Description 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 [x] Yes □ No Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box [x] Yes Continue No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? Yes **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 [x] Yes ☐ No

MR01

	MR01	
	Particulars of a charge	
	Trustee statement •	
•	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	This statement may be filed after the registration of the charge (us form MR06)
	Signature	
	Please sign the form here	
nature	X a behalf of the Security agent X	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a 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 Сотрану пате ALLEN & OVERY STUDIO LEGALE ASSOCIATO Address VIA MANZONI, Post town MILAN County/Region 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



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



Given at Companies House, Cardiff on 8th January 2014





THIS ACCESSION DEED is made on 23 June 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

- (1) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (11) 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 reducted pursuant to 5.8599 of the Companies Act 2006 I certify that this is a correct copy of the original document.

Aller & Day LCP

17.0114

(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)

- (1) by way of first legal mortgage all the freehold and leasehold Real Property (1f 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) (1f 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)(111) to the Debenture as well as those set out in this clause 2(d)

(1) 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

(11) In relation to the Real Property, part I 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)

- (1) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed, and
- 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

Сотралу пате	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	d land		`
Acceding Company	Address	Adminis	trative Area	Title number
None			·	
	Unregister	ed land		
Acceding Company	Name of company in which	Docume	nt describing the Re	al Property
	shares are held	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 I imited	Ordinary	1	1 GBP
Pathology Group Limited	GP World Limited	Ordinary	1	1 GBP
Pathology Group Limited	General Medicine Group	Ordinary	1	1 GBP
Pathology Group Limited	Surgical People Limited	Ordinary	1	1 GBP
Pathology Group Limited	Healthcare World	Ordinary	1	1 GBP

Part 3 – Charged Accounts

	Collection A	Accounts	\$ x
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
		ļ.	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
t			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

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 GAKVEY

EXECUTED as a deed by by ACCIDENT & EMERGENCY AGENCY LIMITED



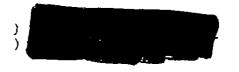
Witnessed by



EXECUTED as a deed by by PSYCHIATRY PEOPLE LIMITED

Witnessed by

Name HAULEH GARVEY



EXECUTED as a deed by by GP WORLD LIMITED

Witnessed by



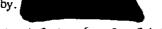
Name HAYLEY GARVEY



EXECUTED as a deed by by GENERAL MEDICINE GROUP LIMITED

}

Witnessed by.

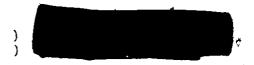


Name. HAULEY GARVEY

EXECUTED as a deed by by SURGICAL PEOPLE LIMITED

Witnessed by

Name +1A4(E4 GAKVE4



EXECUTED as a deed by by HEALTHCARE WORLD LIMITED

)

Witnessed by:



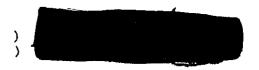
Name HAMIEY GARVEY

Company

EXECUTED as a deed by by ICSG LIMITED

Witnessed by

Name: HLAUCEY GARVEY



The Security Agent	
Signed by Muham Surry for and on	
behalf of LLOYDS BANK PLC) Signature