

MG01

Particulars of a mortgage or charge



239/185909

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 form MG01s

WEDNESDAY



ANU3FOLI

A26

27/10/2010

219

COMPANIES HOUSE

1

Company details

Company number 06033060

Company name in full NSL LIMITED
(the "Company")

8

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 15/10/2010

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 SECURITY ACCESSION DEED dated 15 October 2010 between the New Charging Companies, the Parent and the Security Agent (the "Accession Deed")

4

Amount secured

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

Amount secured All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 15 October 2010 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 (the "Indebtedness")

Continued on continuation sheet

Continuation page

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

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5 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 LLOYDS TSB BANK PLC

Address 33 Old Broad Street, London as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode E C 2 N 1 H Z

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

1. ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 15 October 2010 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 CHARGING CLAUSE**2 1 Fixed Charges**

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 15 October 2010 and in the future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

(i) all freehold and leasehold property (including the property specified in schedule 1 to the Accession Deed, as set out in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(b) by way of first fixed charge

(i) all other interests (not charged under clauses 2 3(a) of the Accession Deed, as set out in clause 2 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

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

8 Delivery of instrument

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 866).

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 also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Ashurst LLP X

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

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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 CSHERR/KIH/LLO03 00049/18278283

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 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 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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form MG01</p> <p>"Acquisition Agreements" means the Acquisition Agreements as such term is defined in the Senior Facilities Agreement,</p> <p>"Agreed Security Principles" means the principles set out in schedule 14 (Agreed Security Principles) to the Senior Facilities Agreement,</p> <p>"Assigned Agreements" means the Insurances, the Acquisition Agreements, the Structural Intra-Group Loan Agreements (as such term is defined in the Senior Facilities Agreement), the Company Intra-Group Loan Agreement (as such term is defined in the Senior Facilities Agreement) and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts, as both such terms are defined in the Senior Facilities Agreement,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, and each company (of which the Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed (each a "Charging Company");</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 4 to the Accession Deed and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of an Event of Default which is continuing) as the Security Agent shall specify,</p> <p>"Debenture" means the debenture dated 21 September 2010 between the Parent, the Charging Companies listed in schedule 1 thereto and the Security Agent,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Event of Default" means an Event of Default as such term is defined in the Senior Facilities Agreement,</p> <p>"Finance Documents" means Finance Documents as such term is defined in the Senior Facilities Agreement,</p> <p>"Finance Parties" means Finance Parties as such term is defined in the Senior Facilities Agreement,</p> <p>"Financial Indebtedness" means Financial Indebtedness as such term is defined in the Senior Facilities Agreement,</p> <p>"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Accession Deed, as set out in clause 2 2 in this form,</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Group" means the Parent and each of its respective Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedging Agreements" means the Hedging Agreements as such term is defined in the Senior Facilities Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 15 October 2010 or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, including those listed in schedule 5 to the Accession Deed but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist as at 15 October 2010 or in the future), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Company (which may subsist as at 15 October 2010 or in the future),</p> <p>and including all Intellectual Property described in schedule 6 to the Accession Deed, as set out in schedule 4 hereto;</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"New Charging Companies" means NSL Limited (CRN 06033060), Project Centre Limited (CRN 02625312) and Task Enforcement Limited (CRN 05758880) each a "New Charging Company",</p> <p>"Nominated Accounts" means an account nominated by the Security Agent for the collection of proceeds of any Other Debts,</p> <p>"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement,</p> <p>"Other Debts" means the debts and claims identified in clause 2 3(b)(iv) of the Accession Deed, as set out in clause 2 1(b)(iv) in this form,</p> <p>"Parent" means Nirvana Debtco 1 Limited (CRN 07320999),</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Accession Deed,</p> <p>"Secured Parties" means the Finance Parties,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p>	

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Amount secured

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

Amount secured

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 9 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;

"Senior Facilities Agreement" means the facilities agreement dated 21 September 2010 under which certain lenders have made available facilities to the Parent,

"Subsidiary" means:

(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,

(b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

but in addition as if those sections provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the purposes of that section as held by that other body corporate, and

"Subsidiary Shares" means all the shares owned by the Company in its Subsidiaries including those listed in schedule 2 to the Accession Deed, as set out in schedule 2 hereto

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
 - (iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
 - (v) all monies standing to the credit of any and all its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person,
 - (vi) all its Intellectual Property,
 - (vii) all rights and interest in the Hedging Agreements;
 - (viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (ix) its goodwill and uncalled capital, and
 - (x) if not effectively assigned by clause 2 5 (Security Assignment) of the Accession Deed, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements
- 2 2 Floating Charge**
- As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both as at 15 October 2010 and in future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Accession Deed, as set out in clause 2 1 above, or assigned under clause 2 5 (Security Assignment) of the Accession Deed, as set out in clause 2 3 below
- 2 3 Security Assignment**
- As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements identified in schedule 3 to the Accession Deed, as set out in schedule 3 hereto, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)
- 2 4 Conversion of Floating Charge**
- If
- (a) an Event of Default has occurred which is continuing, or
 - (b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

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the Security Agent may, by notice to the Company, convert the floating charge created under the Accession Deed into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Accession Deed

2.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Accession Deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

3 FURTHER ASSURANCE

3.1 General

(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Accession Deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Accession Deed or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Accession Deed, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Accession Deed

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Accession Deed

4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

4.1 Except as permitted under the terms of the Senior Facilities Agreement

(a) The Company shall not (and the Parent shall ensure that no other Charging Company will) create or permit to subsist any Security over any of its assets

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Please give the short particulars of the property mortgaged or charged

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(b) The Company shall not (and the Parent shall ensure that no other Charging Company will)

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other Group Company,

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

SCHEDULES

SCHEDULE 1

Details of Freehold and Leasehold Properties

New Charging Company	County and District (or London borough)	Address or description	Title No
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None as at 15 October 2010

SCHEDULE 2

Details of Subsidiary Shares

New Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
NSL Limited	Project Centre Limited (CRN 02625312)	2 Ordinary Shares	N/A
NSL Limited	Task Enforcement Limited (CRN 05758880)	1 Ordinary Shars	N/A
NSL Limited	NCP Services Topco Limited (CRN 06612095)	1 Ordinary Share	N/A
NSL Limited	NCP Services Limited (CRN 06612099)	1 Ordinary Shares	N/A

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New Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
NSL Limited	Patient First (Shropshire) Limited (CRN 07123378)	1 Ordinary Share	N/A
NSL Limited	Patient First (Herefordshire) Limited (CRN 07123372)	1 Ordinary Share	N/A
NSL Limited	Patient Logistics Limited (CRN 07123367)	1 Ordinary Share	N/A
NSL Limited	NSL Oldham Limited (CRN 05261502)	100 Ordinary Shares	N/A

SCHEDULE 3 Assigned Agreements

None as at 15 October 2010

SCHEDULE 4 Details of Intellectual Property

Trademark

Proprietor	Status and Number ("E" indicates CTM)	Expiry/Renewal Date	Classification of goods and services
NSL Limited Westgate House London W5 1YY	E7488844	23/12/2018	9, 16, 35, 36, 37, 38, 39, 41, 42, 45



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6033060
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 15 OCTOBER 2010 AND CREATED BY NSL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY
SECURED 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 27 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 OCTOBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES