

MG01s

Particulars of a charge created by a company
registered in Scotland



COMPANIES HOUSE

FEE BAND

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 charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. To
this, please use form MG01.

WEDNESDAY



SCT 23/06/2010 390

COMPANIES HOUSE

1 Company details

Company number S C 3 7 3 4 0 9

Company name in full Taycare Health (Holdings) Limited (the "Chargor")

→ **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 d1 d8 m0 m6 y2 y0 y1 y0

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Floating Charge (the "Floating Charge")

4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured

The indebtedness, liabilities and obligations, due,
owing or incurred by any or all of the Obligors to
the Secured Parties under the Finance Documents
(including, for the avoidance of doubt, Hedging
Indebtedness and all amounts outstanding under the
Term Loan Facility and/or Equity Bridge Facility)
whether present or future, actual or contingent, as
surety or principal, joint or several or any other
means whatsoever and whether or not the Secured
Party was a party to the original document pursuant
to which the liability arose (the "Secured
Obligations").

See paper apart for definitions.

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

5 Mortgagee(s) or person(s) entitled to the charge

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 The Co-operative Bank p.l.c. (the "Security Trustee")

Address PO Box 101, 1 Balloon Street, Manchester

Postcode M 6 0 4 E P

Name

Address

Postcode

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

In security for the payment and discharge of the Secured Obligations, the Chargor grants a floating charge over the Secured Assets in favour of the Security Trustee.

See paper apart for definitions.

MG01s

Particulars of a charge created by a company registered in Scotland

7

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ^①

Unless otherwise agreed in writing by the Security Trustee and subject to Section 464(2) of the Companies Act 1985: (a) the Chargor shall not create any fixed security or other floating charge over any part of the Secured Assets ranking in priority to or equally with or postponed to the Floating Charge after its execution of the Floating Charge except any fixed security in favour of the Security Trustee; and (b) the Floating Charge shall rank in priority to any fixed security or other floating charge created by the Chargor after its execution of the Floating Charge except any fixed security in favour of the Security Trustee.

^① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8

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

9

Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature ^②

Please sign the form here.

Signature

Signature

X *Fid Mignaults LLP*
John Mignault

X

^② Signature

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

MG01s

Particulars of a charge created by a company registered in Scotland



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 Christopher Boyce

Company name MCGRIGORS LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



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 deed (if any) with this form.
- ☒ [x] You have entered the date the charge was created.
- ☒ [x] You have supplied the description of the instrument.
- ☒ [x] You have given details of the amount secured by the chargee.
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ [x] You have entered the short particulars of all the property charged.
- ☒ [x] You have signed the form.
- ☒ [x] 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 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,
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

Paper Apart to Form MG01s
Taycare Health (Holdings) Limited (Company Number: SC373409) as Chargor
Paper Apart in relation to a floating charge granted by Taycare Health (Holdings) Limited in
favour of The Co-operative Bank p.l.c. as Security Trustee

"Agent" means The Co-operative Bank p.l.c. as agent of the other Finance Parties and its successors in title, permitted assigns and permitted transferees in such capacity from time to time;

"Arranger" means each of Barclays Bank PLC, The Royal Bank of Scotland plc and The Co-operative Bank p.l.c. and their successors in title, permitted assigns and permitted transferees in such capacity from time to time;

"Borrower" means Taycare Health Limited a company incorporated in Scotland under registered number SC373408 and having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin Moray, IV30 6AE;

"Charged Property" means all of the assets of the Obligor which from time to time are, or are expressed to be, the subject of the Transaction Security;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

"Equity Bridge Facility" means the term loan facility made available under the Facilities Agreement as described in paragraph (b) of Clause 2.1 (*The Facilities*) of the Facilities Agreement;

"Facilities Agreement" means the agreement so called dated 18 June 2010 entered into among, *inter alios*, the Chargor and the Security Trustee, as amended, supplemented, extended, restated or novated from time to time;

"Finance Document" means:

- (a) the Facilities Agreement;
- (b) the Accounts Agreement (as defined in the Facilities Agreement);
- (c) the Fee Letters (as defined in the Facilities Agreement);
- (d) the Hedging Agreements (as defined in the Facilities Agreement);
- (e) the Security Trust and Intercreditor Deed;
- (f) the Security Documents (as defined in the Facilities Agreement);
- (g) the Direct Agreements (as defined in the Facilities Agreement);
- (h) the Bank Collateral Warranties (as defined in the Facilities Agreement);
- (i) the Investor Letters of Credit (as defined in the Facilities Agreement);
- (j) the Joint Insurance Proceeds Account Agreement (as defined in the Facilities Agreement); and
- (k) any other document designated as a **"Finance Document"** by the Agent and the Borrower;

"Finance Party" means the Agent, an Arranger, the Security Trustee, a Lender or a Hedging Counterparty and **"Finance Parties"** shall be construed accordingly;

"Hedging Counterparty" means a person which is or has become a party to the Security Trust and Intercreditor Deed as a Hedging Counterparty in accordance with the provisions of the Security Trust and Intercreditor Deed;

"Hedging Indebtedness" means the Indebtedness owed by any Obligor to the Hedging Counterparties under or in connection with the Hedging Agreements (including, for the avoidance of doubt, Hedging Termination Payments);

"Hedging Termination Payments" has the meaning given to that term in the Security Trust and Intercreditor Deed;

"Indebtedness" has the meaning given to that term in the Security Trust and Intercreditor Deed;

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 26 (*Changes to the Parties*) of the Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement;

"Obligors" means the Borrower and the Chargor;

"Original Lenders" means Barclays Bank PLC, The Royal Bank of Scotland plc and The Co-operative Bank p.l.c. and their successors in title, permitted assigns and permitted transferees in such capacity from time to time;

"Party" means a party to the Facilities Agreement;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Secured Assets" means the whole of the property (including uncalled capital) which is or may from time to time, while the Floating Charge is in force, be comprised in the property and undertaking of the Chargor;

"Secured Parties" means the Finance Parties and any Receiver or Delegate;

"Security Interest" means a floating charge, standard security, debenture, mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or other security interest of any kind or any agreement or arrangements having substantially the same economic or financial effect (including any **"hold back"** or **"flawed asset"** arrangement);

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated 18 June 2010 and made among, *inter alios*, the Obligors and the Finance Parties;

"Term Loan Facility" means the term loan facility made available under the Facilities Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the Facilities Agreement; and

"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 373409

CHARGE NO. 1

I HEREBY CERTIFY THAT A CHARGE CREATED BY TAYCARE
HEALTH (HOLDINGS) LIMITED

ON 18 JUNE 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF THE CO-OPERATIVE BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 23 JUNE 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 24 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES