

MR01

Particulars of a charge



Companies House

100127/26

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 the charge is
instrument Use form MR01

TUESDAY



L42WSTYB

LD2

10/03/2015

#53

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is 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 will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 4 1 9 7 1 5 2

Company name in full Maxxima Limited

For official use

3 Filing 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 0 9 0 3 2 0 1 5

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 HSBC Corporate Trustee Company (UK) Limited

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

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4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	
Brief description	Not Applicable	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, 'for more details please refer to the instrument'</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Latham & Watkins</i> X</p>	
	This form must be signed by a person with an interest in the charge	

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Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Laura Jackson (030385-0234)

Company name Latham & Watkins (London) LLP

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country United Kingdom

DX

Telephone 020 7710 1869



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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: 4197152

Charge code. 0419 7152 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2015 and created by MAXXIMA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2015

D

Given at Companies House, Cardiff on 17th March 2015




Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security instrument

Signature 
Date 9/3/15

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 9 March 2015

BETWEEN

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) to this Security Accession Deed, each incorporated in England and Wales with registered number and administrative details as set out next to its name in Schedule 1 to this Security Accession Deed (each a "New Chargor" and together the "New Chargors"), and
- (2) HSBC Corporate Trustee Company (UK) Limited as security trustee for itself and the other Senior Secured Parties (the "Security Agent")

RECITAL

This deed is supplemental to a debenture dated 11 July 2014 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed

2 ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

2.2 Covenant to pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Senior Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in accordance with the terms of the relevant Senior Secured Finance Documents

2.3 Specific Security

- (a) Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest
- (i) by way of first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 2 (*Properties*)), and
 - (ii) by way of fixed charge
 - (A) all other interests (not charged under Clause 2.3(a)(i)) in any Property and the benefit of all other agreements relating to land,
 - (B) all of its rights, title and interest in the Intellectual Property (including but not limited to any Intellectual Property specified in Schedule 4),
 - (C) all of its rights, title and interest in the Equipment,
 - (D) all the Investments, Shares and all corresponding Related Rights (including any Property specified in Schedule 3),
 - (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
 - (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
 - (G) all monies standing to the credit of the Operating Accounts (including the Bank Accounts specified in Schedule 5) and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
 - (H) all rights and interest in the Hedging Agreements,
 - (I) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
 - (J) its goodwill and uncalled capital, and
 - (K) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies (including the Insurance Policies specified in Schedule 6) and the Assigned Agreements

2.4 Security Assignment

As further security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in

- (a) the Insurance Policies (including those specified in Schedule 5), and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to each relevant New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations

2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Senior Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed

3 NEGATIVE PLEDGE

Each New Chargor may not

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.5 (a) (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

except as permitted by the Senior Secured Finance Documents or with the prior consent of the Security Agent

4 CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed

5 FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions

6 GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law

IN WITNESS whereof this deed has been duly executed on the date first above written

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

THE NEW CHARGORS

New Chargor	Registered Number	Jurisdiction of Incorporation	Notice Details
Maxxima Limited	04197152	England and Wales	Address 223 Pentonville Rd London N1 9NG Attention David Opperman Email David Opperman@ukics.com
Irish Medical Locums Limited	05834911	England and Wales	Address 223 Pentonville Rd London N1 9NG Attention David Opperman Email David Opperman@ukics.com

**SCHEDULE 2
PROPERTIES**

Registered Land

None at the date of this Security Accession Deed

Unregistered Land

None at the date of this Security Accession Deed

**SCHEDULE 3
SHARES AND INVESTMENTS**

Shares

None at the date of this Security Accession Deed

Investments

None at the date of this Security Accession Deed

SCHEDULE 4
INTELLECTUAL PROPERTY

Part 1

Patent and Patent Application

None at the date of this Security Accession Deed

Part 2

Trade Marks and Trade Mark Applications

None at the date of this Security Accession Deed

Registered Designs and Applications for Registered Designs

None at the date of this Security Accession Deed

SCHEDULE 5
BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Maxxima Ltd	HSBC, 142 Hutton Road, Shenfield	████████	██████
Maxxima Ltd	HSBC IDF, Warwick St, Worthing, BN11 3DE ████████████████████	████████	██████

SCHEDULE 6
INSURANCE POLICIES

Name of New Chargor	Insurer	Policy Number	Type of Risk Insured
Maxxima Ltd	Hiscox	HU PI6 176758 (54)	Professional indemnity, public and products, employers liability

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

SIGNED as a DEED for and on behalf of

Maxxima Limited

[REDACTED]

By R MCBRIDE

Director

in the presence of

[REDACTED]

Witness Name F GLEESON

Witness Occupation ACCOUNTANT

Witness Address

[REDACTED]

SIGNED as a DEED for and on behalf of

Irish Medical Locums Limited

[Redacted Signature]

By R MCBRIDE

Director

in the presence of

[Redacted Signature]

Witness Name F GLEESON

Witness Occupation ACCOUNTANT

Witness Address

[Redacted Address]

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC Corporate Trustee Company (UK) Limited acting by

Name

Name

Title

Title

SIGNED as a DEED for and on behalf of

Irish Medical Locums Limited

By

Director

in the presence of

Witness Name

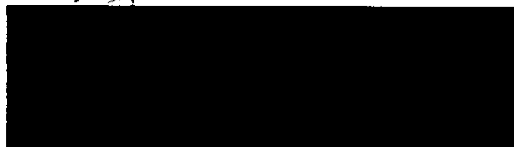
Witness Occupation

Witness Address

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC Corporate Trustee Company (UK) Limited acting by



Name

Iason Blondell
Authorised Signatory

Title

WITNESS



Name

IMMA MCANNA

Title

TRANSACTION MANAGER

ADDRESS

HSBC Bank plc
8 Canada Square
London
E14 5HQ