In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

iris LASERFORM

232440

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

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L19 30/04/2010 178
COMPANIES HOUSE

For official use

1 Company details

→ **Filling in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

Company number	0 4 3 1 6 2 4 9
Company name in full	Patientfirst Partnerships Limited (the "Chargor")

2 Date of creation of charge

Date of creation	d3 d0 m0 m4 y2 y0 y1 y0

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

A fixed and floating security agreement made between (1) the Chargor and (2) Allied Irish Banks P L C (the "Chargee") dated 30 April 2010, (the "Security Agreement") relating to the property described in Schedule 1 of the attached continuation sheet "6-Short particulars of all property mortgaged or charged" (the "Property")

4 Amount secured

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

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

Amount secured

All present and future moneys, debts and liabilities due, owing or incurred by the Chargor to the Chargee under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "Liabilities")

Please see the attached continuation sheet "6-Short particulars of all property mortgaged or charged" for definitions

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	Allied Irish Banks P L C
Address	St Helen's, 1 Undershaft, London
Postcode	E C 3 A 8 A B
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 FIXED CHARGE
The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Chargee
(a) by way of first legal mortgage, all Real Property in England and Wales (including that described in schedule 2 (Real Property) of the Security Agreement, which is reproduced in schedule 1 to this form MG01), at the date of the Security Agreement belonging to it,
(b) by way of first fixed equitable charge, all other Real Property at the date of the Security Agreement belonging to it and all Real Property acquired by it in the future, and
(c) by way of first fixed charge, all its at the date of the Security Agreement and future
(i) Book Debts,
(II) Bank Accounts,
(III) Investments,
(IV) uncalled capital and goodwill,
(V) Intellectual Property,
(VI) beneficial interest in any pension fund,
(VII) plant and machinery (except that mortgaged or charged by clause 3(a) or 3(b) of the Security Agreement), and
(VIII) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 FLOATING CHARGE
2 1 Creation
The Chargor, with full title guarantee and as security for the payment of all Liabilties, charged in favour of the Chargee by way of first floating charge its undertaking and all its assets, both at the date of the Security Agreement and future (including assets expressed to be charged by clause 3 (Fixed Charges) of the Security Agreement and described above at paragraph 1 above)

(Please see continuation sheets)

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: Nil

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 Nabarro LLP on behalf of the Chargor 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 Victoria Thourgood

Company name NABARRO LLP

Address 1 South Quay

Victoria Quays

Post town Sheffield

County/Region South Yorkshire

Postcode S 2 5 S Y

Country

DX DX712550 Sheffield 20

Telephone +44 (0)114 279 4154

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

In accordance with Section 860 of the Companies Act 2006

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Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

2 2 Ranking
The floating Charge created by the Chargor ranks
(a) behind all the fixed Charges created by the Chargor, but
(b) in priority to any other Security over the Charged Assets except for Security ranking in priority in accordance with paragraph (f) of schedule 1 (Rights of Receivers) of the Security Agreement, which is reproduced as paragraph (a) of schedule 2 to this form MG01

3 RESTRICTIONS AND FURTHER ASSURANCE
3 1 Security
The Chargor shall not create or permit to subsist any Security over the Charged Assets except for
(a) the Charges, and
(b) liens arising by operation of law and in the ordinary course of trading
3 2 Disposal
The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except for a disposal in the ordinary course of trade of assets which are not then subject or expressed to be subject to a fixed Charge and the disposal of which is not prohibited by any Finance Document
3 3 Further assurance
The Chargor shall promptly do whatever the Chargee requires
(a) to perfect or protect the Charges or the priority of the Charges, or
(b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Chargee or any Receiver, including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Chargee or its nominees or otherwise), making any registration and giving any notice, order or direction
3 4 Restrictions on dealings with Book Debts
Without prejudice and in addition to clauses 3 1 (Security), 3 2 (Disposal) and 3 3 (Further assurance) above other than as permitted under the Finance Documents
(a) except for the Charges, the Chargor shall not create or permit to subsist any Security over all or any part of any of its Book Debts, and
(b) except as required by clause 3 3 (Further assurance) above the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts
3 5 Restriction on Bank Accounts
The Chargor shall have no Bank Accounts other than those from time to time designated by the Chargee
3 6 Withdrawals
The Chargor shall not make any withdrawal from any Bank Account except
(a) with the prior consent of the Chargee, or
(b) in the ordinary course of trade from any operating or current Bank Account to which the Chargee has specified in writing that clause 8 2(b) of the Security Agreement (as described by this paragraph 3 6(b)) shall apply

In accordance with Section 860 of the Companies Act 2006

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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

If an amount is withdrawn from a Bank Account as permitted by clause 8 2 of the Security Agreement (and described by this paragraph 3 6), that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account

3 7 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to clauses 3 1 (Security), 3 2 (Disposal) and 3 3 (Further assurance) above

(a) except for the Charges, the Chargor shall not create or have outstanding any Security over all or any part of any of its Bank Accounts, and

(b) except as required by clause 3 3 (Further assurance), the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts

Definitions

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Security Agreement or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Agreement or in the future standing to the credit of those accounts,

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Agreement or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind,

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets,

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Agreement,

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus,

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Security Agreement or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Agreement or in the future has an interest,

"Intellectual Property" of the Chargor means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it at the date of the Security Agreement or in the future owns or (to the extent of its interest) in which it at the date of the Security Agreement or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same),

"Investments" of the Chargor means

(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),

In accordance with Section 860 of the Companies Act 2006

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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

(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,
in each case at the date of the Security Agreement or in the future owned by it or (to the extent of its interest) in which it at the date of the Security Agreement or in the future has an interest,
"Parties" means the parties to the Security Agreement and includes their successors in title, permitted assigns and permitted transferees,
"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon),
"Receiver" means any receiver, manager or other receiver appointed in respect of the Charged Assets,
"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,
"Finance Document" means
(a) any document under which a Liabilty exists or may exist,
(b) the Security Agreement,
(c) any Security Document, and
(d) any document designated by the Chargor and the Chargee as a Finance Document, and
"Security Document" means the Security Agreement and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document

SCHEDULE 1
REAL PROPERTY
Stoneham Lane Surgery, 6 Stoneham Lane, Southampton SO16 2AB and registered at the Land Registry with title number HP701839

SCHEDULE 2
RIGHTS OF RECEIVERS
Any Receiver appointed pursuant to clause 16 (Appointment and rights of Receivers) of the Security Agreement shall have the right, either in his own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise)

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4316249
CHARGE NO. 50

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY AGREEMENT DATED 30 APRIL 2010 AND CREATED BY PATIENTFIRST PARTNERSHIPS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS PLC 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 30 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2010

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES