

MG01

Particulars of a mortgage or charge

163179/130



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LASERFORM

**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 NO**  
You cannot use this for  
particulars of a charge  
company. To do this, pl  
form MG01s

TUESDAY



A05 22/03/2011 147  
COMPANIES HOUSE

For official use

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

**1 Company details**

Company number 0 4 5 1 4 8 8 2

Company name in full Synarbor Healthcare Limited

**2 Date of creation of charge**

Date of creation d1 d5 m0 m3 y2 y0 y1 y1

**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 debenture between, amongst others, Synarbor Healthcare Limited (**the Chargor**) and Barclays  
Bank PLC (**the Lender**) (**Debenture**).

**4 Amount secured**

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

Amount secured

In respect of the Chargor all monies and liabilities now or after the  
date of the Debenture due, owing or incurred by the Chargor to the  
Lender whatsoever, in any manner and in any currency or currencies  
and whether present or future, actual or contingent, whether incurred  
solely or jointly with any other person and whether as principal or  
surety, together with all interest accruing on such monies and  
liabilities and all costs, charges and expenses incurred by the Lender,  
except for any obligation which, if it were included here, would  
constitute unlawful financial assistance, or its equivalent in any other  
jurisdiction (**Secured Obligations**).

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

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## Particulars of a mortgage or charge

### 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 Barclays Bank PLC

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

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

All security created by the Chargor under the Debenture over the assets described below was a continuing security for the payment and discharge of the Secured Obligations, was granted with full title guarantee, was granted in favour of the Lender and was granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset

#### 1. First legal mortgage

The Chargor charged by way of first legal mortgage

(a) the Properties,

(b) all other interests and estates in freehold, leasehold or commonhold property,

and, in each case, all Premises and Fixtures on such property for the time being

#### 2. Assignments

The Chargor assigned

(a) the Key-man Policies to which it is a party,

(b) the Relevant Agreements to which it is a party, and

(c) the Relevant Policies to which it is a party

The Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements and the Relevant Policies to which it is a party

Notwithstanding the other terms in paragraph 2, prior to the occurrence of an Event of Default which is continuing, the Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements

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## Particulars of a mortgage or charge

### 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 870).

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 866). 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 *Adrian Paul Giddard* *UTV*

X

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

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## Particulars of a mortgage or 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 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 Mark Curle

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Leeds

Post town

County/Region

Postcode L S 1 1 H Q

Country

DX 12004 Leeds

Telephone 0113 209 2000



### 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>3 First fixed charges</b></p> <p>The Chargor charged by way of first fixed charge</p> <p>(a) all other interests and estates in any freehold, leasehold or commonhold property,</p> <p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</p> <p>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together <b>Chattels</b>) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>(e) the Subsidiary Shares together with all Related Rights,</p> <p>(f) the Investments together with all Related Rights,</p> <p>(g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together <b>Debts</b>) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),</p> <p>(h) all monies from time to time standing to the credit of each Blocked Account,</p> <p>(i) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an <b>Account</b>),</p> <p>(j) all its Intellectual Property,</p> <p>(k) all its goodwill and uncalled capital,</p> <p>(l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>(m) to the extent that any legal mortgage or any assignment referred to above is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause</p> <p><b>4. Floating charge</b></p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned described above</p> <p><b>5. Qualifying floating charge</b></p> <p>The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Debenture</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p><b>6. Crystallisation of floating charge</b></p> <p>The Lender may at any time by notice in writing to the Chargor convert the floating charge mentioned in paragraph 4 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <ul style="list-style-type: none"> <li>(a) an Event of Default is continuing, or</li> <li>(b) in the opinion of the Lender that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</li> </ul> <p>In addition, the floating charge referred to in paragraph 4 above will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in paragraph (c) below, over all of the Floating Charge Assets if (unless permitted in writing by the Lender or expressly permitted under the terms of any Finance Document)</p> <ul style="list-style-type: none"> <li>(a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,</li> <li>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</li> <li>(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor</li> </ul> <p><b>7. Negative Pledge</b></p> <p>7 1 Under the terms of the Debenture, the Chargor undertook not to create or permit to subsist any Security over any of its assets</p> <p>7 2 The Chargor undertook not to</p> <ul style="list-style-type: none"> <li>(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group,</li> <li>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</li> <li>(c) 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</li> <li>(d) enter into any other preferential arrangement having a similar effect,</li> </ul> <p>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</p> <p>The provisions in paragraphs 7 1 and 7 2 do not apply to any Security or arrangement which is Permitted Security</p> <p><b>8. Appointment of Receiver</b></p> <p>The Debenture contains provisions for appointing a Receiver</p> <p><b>9. Security Power of Attorney</b></p> <p>The Debenture contains a power of attorney</p>	

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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

**In this Form MG01, the following terms shall have the following meanings.**

**Account** has the meaning given to it in paragraph 3 above (First fixed charges)

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**Blocked Account** means each Mandatory Prepayment Account and each Holding Account (each as defined in the Facilities Agreement)

**Chattels** has the meaning given to it in paragraph 3 above (First fixed charges)

**Company** means Synarbor PLC (company number 5064012)

**Debts** has the meaning given to it in paragraph 3 above (First fixed charges)

**Event of Default** has the meaning given to it in the Facilities Agreement

**Facilities Agreement** means the facilities agreement between the Company and others as Original Guarantors (as defined in the Facilities Agreement) and the Lender and dated on or about the date of the Debenture under which the Lender agrees to make available to the Company term loan facilities

**Finance Document** means the Debenture, any Accession Deed, the CAS Facility Letter, any Compliance Certificate, any Hedging Agreement, any Invoice Discounting Document any Selection Notice, any Transaction Security Document, any Utilisation Request (all as defined in the Facilities Agreement) and any other document designated as a Finance Document by the Lender and the Company

**Financial Indebtedness** has the meaning given to it in the Facilities Agreement

**Fixtures** means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property

**Floating Charge Assets** means all the assets and undertaking from time to time subject to the floating charge described in paragraph 4 (Floating charge)

**Group** means the Company and each of its Subsidiaries for the time being

**Insurance Policies** means, in respect of the Company, the Chargor or the Subsidiaries, all policies of insurance present and future in which it has an interest

**Intellectual Property** means

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)

**Investments** means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to negotiable

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Company or by a trustee or clearance system or nominee

**Key-man Policies** means the policies of insurance described in Schedule 4 to the Debenture and all insurance policies in respect of the life, disability or critical illness of a member of Management (as such term is defined in the Facilities Agreement) put on risk after the date of the Debenture and in respect of which the Chargor is the insured party, together with all monies payable in respect of those policies

**Permitted Security** has the meaning given to it in the Facilities Agreement

**Premises** means any building on a Secured Property

**Properties** means the properties as listed in Schedule 1 to this Form MG01

**Receiver** means any receiver, manager or administrative receiver appointed by the Lender in respect of the Chargor or any of the Secured Assets

**Related Rights** means, in respect of any Investment or Subsidiary Share

(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)

(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and

(c) all rights derived from or incidental to that Investment or Subsidiary Share

**Relevant Agreement** means

(a) the Company Intra-Group Loan Agreement

(b) each Hedging Agreement and

(c) each other agreement designated as a Relevant Agreement by the Lender and the Company in writing

**Relevant Policies** means all Insurance Policies (other than Key-man Policies and policies in respect of third party liability) together with all monies payable in respect of those policies

**Secured Assets** means, in respect of the Company, the Chargor or the Subsidiaries, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Lender

**Secured Property** means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Debenture

**Security** means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Subsidiary** means a subsidiary undertaking within the meaning of section 1162 of the CA2006

**Subsidiary Shares** means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (including those listed at schedule 3 to the Debenture)



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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div>Schedule 1</div> <div>Properties</div> <div>None</div>	

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars		



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4514882  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 MARCH  
2011 AND CREATED BY SYNARBOR HEALTHCARE LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO BARCLAYS BANK 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 22 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2011**



*Companies House*  
— for the record —

*DX*



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**