

MG01

Particulars of a mortgage or charge



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
particulars of a charge for a
company. To do this, please
form MG01s

TUESDAY



ASLM3VY5

A55

19/07/2011

123

COMPANIES HOUSE

1 Company details

Company number 0 5 6 2 3 9 4 5
Company name in full BBI Healthcare Limited (the "Chargor")

2 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 d0 d6 m0 m7 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 Debenture (the "Debenture")

4 Amount secured

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

Amount secured The amount secured by the Debenture is all monies and
liabilities whatever, whenever and however incurred,
whether now or in the future due, or becoming due, from
the Chargor to the Bank ("the Debt")

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 HSBC Bank Plc (the "Bank")

Address 8 Canada Square, London

Postcode E 1 4 5 H Q

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

As specified in the continuation pages to this form

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Short particulars of all the property mortgaged or charged

Short particulars	Please give us the short particulars of the property mortgaged or charged	
	<p>1. The Chargor, with full title guarantee, and as security for the payment and discharge of the Debt, charges:-</p> <ul style="list-style-type: none"> (a) By way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Chargor together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part I of the First Schedule of the Debenture (none listed) subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture (none listed). (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture (none listed). (c) By way of first fixed charge (except as already charged in clause 4 (a) and (b) of the Debenture):- <ul style="list-style-type: none"> (i) All the present and future right, title and interest of the Chargor in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. (ii) All chattels now or at any time afterwards belonging to the Chargor. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Chargor or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture. (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Chargor (iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated now or at any time afterwards due owing or incurred to the Chargor. In addition, the full benefit of all guarantees 	

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Please give us the short particulars of the property mortgaged or charged

Short particulars

and securities for them and all liens, reservations of title and other rights enabling the Chargor to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Chargor which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with Clause 4(c)(v) of the Debenture.

- (v) Any credit balance on any account of the Chargor with the Bank
- (vi) Any credit balance on any account of the Chargor with any bank (other than the Bank) or other person
- (vii) All goodwill and uncalled capital for the time being of the Chargor.
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Chargor) In addition,
 - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Chargor,
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Debenture (none listed), collectively called, the "securities").
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Chargor (together with any of the same mentioned in the Second Schedule of the Debenture (none listed), collectively called the "intellectual property").

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Short particulars

- (x) All policies of life insurance or assurance and all rights and claims to which the Chargor is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) of the Debenture).
- (xi) All rights and other property to which the Chargor is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.
- (xii) The benefit of all agreements for the provision by the Chargor to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Chargor
- (xiii) The proceeds of sale of any property mentioned above
- (d) By way of floating charge, all the undertaking of the Chargor and all its property whatsoever and wheresoever both present and future This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

The property referred to in paragraphs (a) (b) (c) and (d) above is collectively called the "charged property" The property referred to in paragraphs (a) (b) and (c) (together with any property for the time being effectively charged by way of fixed charge by the application of Clause 5 of the Debenture) is collectively called the "fixed charged property".

2 The Chargor shall not, except with the prior written consent of the Bank:-

- (a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture (none listed); or

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- (b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Chargor (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Chargor or for any purpose other than in connection with the business of the Chargor, or
 - (c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture; or
 - (d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Chargor's business and for the purpose of carrying on the same) any part of, the remainder of the charged property.
- 3.
- (a) The Debenture shall be in addition to, and independent of, every other security which the Bank may at any time hold for any of the Debt secured by the Debenture.
 - (b) No prior security held by the Bank over all or any of the charged property shall merge in the security created by the Debenture.
 - (c) The Debenture shall remain in full force and effect as a continuing security unless and until the Bank discharges it

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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 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 Excludes Ltd.

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 Simon Davies

Company name Eversheds LLP

Address 1 Callaghan Square

Post town Cardiff

County/Region

Postcode C F 1 0 S B T

Country

DX DX 33016 Cardiff

Telephone 0845 498 7960



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 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



DX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5623945
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 JULY 2011
AND CREATED BY BBI HEALTHCARE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 JULY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2011



Companies House
— for the record —



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