

MG01

Particulars of a mortgage or charge

000156/13

Oyez

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 company. To do this, please use form MG01s

MONDAY



A35 "A1NYCHMI" 17/12/2012 #40
COMPANIES HOUSE

1 Company details		4 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 *
Company number	0 5 6 8 5 9 3 7	
Company name in full	The Practice PLC (the "Company")	
2 Date of creation of charge		
Date of creation	0 7 1 2 2 0 1 2	
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 granted by the Company in favour of MMC GP Limited in its capacity as security trustee for the Noteholders (the "Debenture")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All present and future monies, obligations and liabilities owed by the Obligor to the Noteholders and the Security Trustee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Loan Note Documents or the Debenture (including, without limitation, those arising under Clause 12.3(b) of the Debenture) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (together, the "Secured Liabilities").	
		Continuation page Please use a continuation page if you need to enter more details

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p style="text-align: center;">Definitions</p> <p>In this form MG01 the following terms have the following meanings:</p> <p>"Assigned Agreement" means any agreement designated as such by the Security Trustee and the Company from time to time.</p> <p>"Book Debts" means all present and future book and other debts and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them</p> <p>"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it)</p> <p>"Designated Account" means any account of the Company nominated by the Security Trustee as a designated account for the purposes of the Debenture.</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.</p> <p>"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions.</p> <p>"Existing Security" means:</p> <p>(a) debenture granted in favour of The Royal Bank of Scotland plc created 11 July 2006;</p> <p>(b) debenture granted in favour of MMC Adventures (Bermuda) Limited created 22 October 2008, and</p> <p>(c) rent deposit deed granted in favour of industrious (Castle Estates) 1 Limited created 9 March 2009,</p> <p>until such date as the same is discharged and released in full by the relevant lender.</p> <p>"Insurance Policies" means all the contracts and policies of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).</p> <p>Please refer to the next continuation sheet for further details of the definitions used in this form</p>

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p style="text-align: center;">Definitions (continued)</p> <p>"Intellectual Property" means the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.</p> <p>"Investments" means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time.</p> <p>"Loan Note Instrument" means the instrument entered into by the Company on or about the date of the Debenture for the issue of up to £3,000,000 convertible secured loan notes November 2015</p> <p>"Loan Note Documents" means</p> <ul style="list-style-type: none"> (a) the Loan Note Instrument and the Loan Notes; (b) any guarantee and/or indemnity entered into by the Company and/or any affiliates of the Company in relation to liabilities under the Loan Note Instrument and the Loan Notes, and (c) any document entered into by the Company and/or any affiliates of the Company from time to time creating or expressed to create any Encumbrances over all or any part of their assets as security for liabilities under the other Loan Note Documents. <p>"Loan Notes" means the loan notes issued under the terms of the Loan Note Instrument</p> <p>"Noteholders" means the registered holders of the Loan Notes from time to time</p> <p>"Obligors" means the Company and any affiliate of the Company which is party to any Loan Note Document.</p> <p>"Permitted Encumbrance" means any lien arising by operation of law in the ordinary course of trading and any other Encumbrance to which the Security Trustee has granted its prior written consent.</p> <p>"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest and "Property" means any of them.</p> <p>"Receiver" means a receiver, manager or receiver and manager of any or all of the Charged Property appointed under Paragraph 6 of Schedule 4 to the Debenture.</p>

MG01**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

Name

MMC GP Limited (as security trustee for the Noteholders)

Address

(the "Security Trustee")

3rd Floor, 2 Kensington Square, London

Postcode

W 8 5 E P

Name

Address

Postcode

Continuation page

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

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

By clause 3 of the Debenture, subject to the terms of the Existing Security, as a continuing security for the payment and discharge of the Secured Liabilities the Company with full title guarantee.

- (a) charged to the Security Trustee, by way of fixed charge:
- (i) all Properties acquired by the Company in the future;
 - (ii) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of clause 3 of the Debenture in, or over, freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them;
 - (v) all its present and future goodwill and uncalled capital,
 - (vi) all the Equipment;
 - (vii) all the Intellectual Property;
 - (viii) all the Book Debts;
 - (ix) all the Investments, and
 - (x) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account).

(b) assigned to the Security Trustee, absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy;

(c) assigned to the Security Trustee, absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, to the extent it is assignable, the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement; and

Please refer to the continuation pages for further details of the property charged.

MG01 - continuation page


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	<p>(d) charged to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1(a) to clause 3.1(c) of the Debenture inclusive (as set out in paragraphs (a) to (c) above).</p> <p>Notes:</p> <p>1. Negative Pledge and restriction on dealing</p> <p>Pursuant to paragraph 1 of Part 1 of Schedule 2 to the Debenture, the Company agreed that it shall not at any time, except with the prior written consent of the Security Trustee:</p> <p>(a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by the Debenture, any Permitted Encumbrance or the Existing Security; or</p> <p>(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge), or</p> <p>(c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.</p> <p>2. Further Assurance</p> <p>Pursuant to paragraph 7.1 of Part 1 of Schedule 2 to the Debenture, the Company agreed that it shall, at its own cost, prepare and execute, in favour of the Security Trustee and in such form as the Security Trustee may reasonably require, such further mortgages, charges or transfers of or over all or any part of the Charged Property as the Security Trustee may, in its absolute discretion, require from time to time and give all notices, orders and directions which the Security Trustee may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.</p> <p>3. Power of attorney</p> <p>By paragraph 13 of Schedule 4 to the Debenture, the Company, by way of security, irrevocably appointed the Security Trustee and every Receiver separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:</p> <p>(a) the Company is required to execute and do under the Debenture, including execute any document required by the Security Trustee under paragraph 6 of Part 1 of Schedule 2 to the Debenture; and</p> <p>(b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by the Debenture or by law on the Security Trustee or any Receiver.</p> <p>Please refer to the continuation pages for details of the definitions used in this form</p>

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>COMPANY SECRETARY, THE PRACTICE PLC</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

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 **Francine Godrich**

Company name **The Practice plc**

Address **Rose House**

Bell Lane Office Village, Bell Lane

Little Chalfont

Post town **Amersham**

County/Region **Buckinghamshire**

Postcode

	H	P	6		6	F	A
--	---	---	---	--	---	---	---

Country **England**

DX

Telephone **01494 690 906**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5685937
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER
2012 AND CREATED BY THE PRACTICE PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS
TO THE NOTEHOLDERS AND THE SECURITY TRUSTEE 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 17 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER
2012

26



Companies House



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