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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A/C 00400041/13

395

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*Insert full name
of Company

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[] [] [] [] [] [] [] []

5171309

Name of company

* Healthcare Pharmacies Limited (the "Chargor")

Date of creation of the charge

21 July 2005

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "Debenture") dated 21 July 2005 and made between the
Chargor (1) and National Australia Bank Limited as security trustee for
itself and the other Secured Finance Parties (as defined below) (the
"Security Trustee")

Amount secured by the mortgage or charge

SEE RIDER 1

Names and addresses of the mortgagees or persons entitled to the charge

National Australia Bank Limited (ABN12004044937), 88 Wood Street, London

Postcode EC2V 7QQ

Presenter's name address and
reference (if any):

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

KCE/SJJ/0N1000.727 (21447934)

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD8
COMPANIES HOUSE

0402
29/07/05

Please return via
CH London Counter

SEE RIDER 2

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

NOT APPLICABLE

Signed

Cms Cameron McKenna LLP Date *28/07/05*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

†delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Form M395 - Particulars of a Mortgage or Charge

NAME OF COMPANY: Healthcare Pharmacies Limited (the **"Chargor"**)

COMPANY NUMBER: 5171309

DOCUMENT: Debenture dated 21st July 2005 and made between (1) the Chargor and (2) National Australia Bank Limited as security trustee for itself and the other Secured Finance Parties (as defined below) (the **"Security Trustee"**) (the **"Debenture"**)

RIDER 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

1. All present and future indebtedness, monies, obligations and liabilities of the Chargor to the Secured Finance Parties (as defined below) under each of the Finance Documents (as defined below) in whatever currency denominated whether actual or contingent, present or future and whether owed jointly or severally or as principal or as surety together with the Secured Finance Parties' charges and commission, interest and Expenses (as defined below) (the "**Secured Liabilities**").
2. Interest on any amounts due under Clause 1 above from day to day until full discharge whether before or after judgment, liquidation, winding-up or administration of the Chargor at the Default Rate.

RIDER 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. As a continuing security for the payment, discharge and performance of all the Secured Liabilities, the Chargor charged in favour of the Security Trustee:
 - (a) by way of a first fixed equitable charge:
 - (i) the freehold, commonhold, title absolute and leasehold property vested in it specified in Schedule 3 to the Debenture;
 - (ii) all estates or interests in any other freehold, commonhold, title absolute or leasehold property both present and future belonging to or charged to it; and
 - (b) by way of first fixed equitable charge:
 - (i) rental income - any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of the Mortgaged Property (as defined below);
 - (ii) fixed or other plant and machinery - all fixed and other plant and machinery, computers, vehicles and office equipment owned by it and its interest in any such items in its possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - (iii) insurances - the benefit of its rights and interests in and in connection with all Insurances (as defined below) including all claims, the proceeds of all claims and returns of premium;
 - (iv) licences on land - all licences both present and future held by it to enter upon or use land and/or to carry on the business carried on on that land and the benefit of all other agreements relating to land to which it is or may become a party or be otherwise entitled;
 - (v) rights as tenant - where any such Mortgaged Property is leasehold, any present or future right or interest conferred upon it by virtue of any enfranchising legislation which confers upon a tenant(s) of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold, title absolute or any intermediate reversionary interest in that property including the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954;
 - (vi) book debts - all of its present and future book debts (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);

- (vii) other debts - all of its other debts or monetary claims, including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- (viii) bank accounts and deposits - all money from time to time deposited with or standing to the credit of any bank account of such Chargor with any person (including the Agent), or in which such Chargor is interested, including any rent deposit given to secure liabilities of or to such Chargor in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
- (x) securities - all Securities (as defined below) and Related Rights (as defined below);
- (xi) uncalled capital - its present and future uncalled capital;
- (xii) goodwill - its present and future goodwill;
- (xiii) intellectual property - its Intellectual Property (as defined below);
- (xiv) other intellectual property rights - its Other I.P. Rights (as defined below);
- (xv) licences etc. - the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any other Security Asset (as defined below) (including, for the avoidance of doubt, the Pharmaceutical Licences (as defined below)) and the right to recover and receive all compensation which may be payable to it in respect of them;
- (xvi) contracts - the benefit of:
 - (a) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement whether entered into with any Hedge Counterparty (as defined in the Facilities Agreement) or any other person;
 - (b) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises (as defined below);
 - (c) all of the contracts for the supply of goods and/or services by or to it or of which it has the benefit, including any contracts of hire or lease of chattels,

including, but not limited to:

- (A) the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from them;
 - (B) all remedies provided for in them or available at law or in equity;
 - (C) its right to compel performance of them; and
 - (D) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Chargor arising from them.
- (c) by way of a first floating charge all its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Chargor and the property, assets and rights not otherwise effectively mortgaged, charged or assigned by way of first legal or equitable mortgage, first fixed charge or first legal or equitable assignment in Clause 1 paragraphs (a) and (b) above. The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to such floating charge.

N.B. The Debenture contains the following provisions:

1. The Security Trustee may, by notice in writing at any time to the Chargor, convert the floating charge created by the Debenture into a fixed charge as regards all or any of the assets specified in the notice at any time if:
 - (i) after the occurrence of an Event of Default (as defined below) and while the same is continuing; or
 - (ii) if the Security Trustee is of the view that (a) such assets are in danger of being seized or (b) any legal process or execution is being enforced against such assets.

N.B. The Debenture also contains provisions whereby:

The Chargor shall not:

1. create or permit to subsist any Security Interest (as defined below) on any Security Asset other than one expressly permitted under the Finance Documents or with the prior written consent of the Security Trustee; or
2. sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade (as conducted by the Chargor at the date of the Debenture) of any Security Asset which is subject only to the floating charge created by the Debenture or where expressly permitted under the Finance Documents; or
3. enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating a Security Interest over any Security Assets.

SCHEDULE OF DEFINITIONS AND INTERPRETATION

1. All defined terms and expressions herein used shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Facilities Agreement (as defined below):

"Default Rate": the default rate of interest specified in Clause 8.3 of the Facilities Agreement.

"Event of Default": means any event or circumstance specified as such in Clause 21 of the Facilities Agreement;

"Expenses": all expenses (on a full indemnity basis) including costs, legal costs, charges, expenses and damages sustained or properly incurred by the Security Trustee or any Receiver at any time in connection with the Security Assets or the Secured Liabilities or in taking or perfecting the Debenture or in protecting, preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture (including any payments made on the Chargor's behalf under any terms of the Debenture) or otherwise with interest from the date they are incurred and in the case of expenses incurred in taking the Debenture shall be the agreed reasonable costs, legal costs, charges and expenses properly incurred by the Security Trustee;

"Facilities Agreement": the facilities agreement dated on or about the date of the Debenture and made between the Borrower (1), the Arranger (2), the Original Lender (3), the Security Trustee (4) and the Original Hedge Counterparty (5) (as such terms are defined therein);

"Finance Documents": means the Facilities Agreement, the Debenture, any Duty of Care Agreement, any Fee Letter (as each such terms are defined in the Facilities Agreement), and any other document designated as such by the Agent and the Borrower (as such terms are defined in the Facilities Agreement) and, other than for the purposes of Clause 12, Clause 13 and Clause 33 of the Facilities Agreement, any Hedging Agreement (as such term is defined in the Facilities Agreement);

"Finance Party": means the Agent, the Arranger, a Lender or the Security Trustee (as such terms are defined in the Facilities Agreement);

"Group": the Borrower and its subsidiaries from time to time and **"member of the Group"** shall be construed accordingly;

"Insurances": all or any of the contracts and policies of insurance or assurance taken out by the Chargor or (to the extent of its interest) in which the Chargor has an interest;

"Intellectual Property":

- (a) all patents, trademarks, service marks, design rights and all other registered or registerable intellectual property rights existing now or at any time during the continuance of the security;
- (b) any applications for registerable intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from all these including royalties, fees, profit sharing agreements, income from licences;

- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights;
- (d) all physical material owned by the Chargor in which the intellectual property might be incorporated;

“Mortgaged Property”: any freehold, commonhold, title absolute or leasehold property the subject of the security created by the Debenture and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it;

“Other I.P. Rights”: all know-how, confidential information and trade secrets;

“Pharmaceutical Licences”: inclusion in the pharmaceutical list(s) of a Primary Care Trust within the meaning of The National Health Service (Pharmaceutical Services) Regulations 2005 or any successor or replacement legislation from time to time regulating the entitlement to provide pharmaceutical services from premises in a Primary Care Trust’s locality by way of the provision of medicinal products and/or appliances to persons presenting prescriptions for such medicinal products or appliances by health care professionals in pursuance of their functions in the health service, the Scottish health service or the Northern Ireland health service;

“Premises”: all buildings and erections on or forming part of the Mortgaged Property;

“Receiver”: a receiver, receiver and manager or administrative receiver appointed under the Debenture;

“Related Rights”: in relation to the Securities all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise;

“Secured Finance Parties”: means each of the Finance Parties and a Hedge Counterparty (as defined in the Facilities Agreement);

“Securities”: all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by the Chargor and including all Related Rights and all property and rights of the Chargor in respect of any account held by or for such Chargor as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere;

“Security Assets”: all assets of the Chargor which are the subject of any security created by the Debenture;

“Security Interest”: any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title, transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Security Trustee, similar to conferring security.

2. In the Debenture and this Form M395:-

- (a) the **“assets”** of any person shall include the undertaking, property, revenues, rights and assets (present and future) of whatsoever nature of such person;

a **“benefit”** shall include the right to demand or receive money, to exercise all or any right available at law or in equity, to compel performance or to give any notice;

a **“person”** shall include any person, firm, company, partnership, corporation or unincorporated body of persons or any state or government or any agency or delegate of them;
- (b) the provisions of Clause 1.2 - 1.6 of the Facilities Agreement apply to the Debenture and this Form M395 as though they were set out in full in the Debenture and herein except that references to the **“Agreement”** therein are to be construed as references to the Debenture or this Form M395 as the case may be;
- (c) Any reference in the Debenture to any Finance Document or any other agreement or other document shall be construed as a reference to such Finance Document or that other agreement or document as the same may have been, or may from time to time be restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
 - (i) there is an increase or decrease in any facility made available under it or in the period for which it is available or in which it is repayable;
 - (ii) any additional, further or substituted facility to or for such facility is provided;
 - (iii) any rate of interest, commission or fees or relevant purpose is changed;
 - (iv) the identity of the parties is changed;
 - (v) the identity of the providers of any security is changed;
 - (vi) there is an increased or additional liability on the part of any person; or
 - (vii) a new agreement is effectively created or deemed to be created.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 05171309

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st JULY 2005 AND CREATED BY HEALTHCARE PHARMACIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED FINANCE PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd AUGUST 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —