

MG01

Particulars of a mortgage or charge



149/79/13

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
company. To do this, please
use form MG01s

SATURDAY



A34 *ATH4QK75* 22/05/2010 316
COMPANIES HOUSE

1 Company details

Company number 0 6 4 0 6 0 4 3
Company name in full Centric Commercial Finance Ltd

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 01 04 2005 20 01 10

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 Composite Guarantee and Debenture (the "**Deed**") between Lloyds TSB
Commercial Finance Limited ("**LTSCF**"), Centric Commercial Finance Ltd
("**Obligor**"), Centric Group Finance Ltd, Resource Partners SPV Limited and
Centric SPV 1 Ltd dated 14 May 2010

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of any Group Company to LTSCF
whatsoever (including without limitation those
existing under the Finance Documents) (the "**Secured
Obligations**")

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 Lloyds TSB Commercial Finance Limited

Address Boston House, The Little Green

Richmond, Surrey

Postcode T W 9 1 Q E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Short particulars

1. GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made

(a) in favour of LTSBCF,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Obligations.

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

Please see continuation

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Short particulars	<p>2. FIXED SECURITY</p> <p>2.1 Fixed charges</p> <p>The Obligor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <ul style="list-style-type: none"> (a) by way of first legal mortgage all Property at the date of the Deed vested in, or charged to, the Obligor, subject in the case of leasehold Property to any necessary third party consents being obtained, (b) by way of first fixed charge <ul style="list-style-type: none"> (i) all Property and all interests in Property not charged by clause 2 1(a)), (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and (iii) the proceeds of sale of all Property, (c) by way of first fixed charge all plant and machinery (not charged by clauses 2 1(a) or 2 1(b)) and the benefit of all contracts, licences and warranties relating to the same, (d) by way of first fixed charge <ul style="list-style-type: none"> (i) all computers, vehicles, office equipment and other equipment (not charged by clause 2 1(c)), and (ii) the benefit of all contracts, licences and warranties relating to the same, (e) by way of first fixed charge the Charged Securities referred to in schedule 1 (Details of Security Assets), (f) by way of first fixed charge (A) all Securities Rights from time to time accruing to the Charged Securities referred to in clause 2 1(e) and (B) all rights which the Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments relating to the Charged Securities referred to in clause 2 1(e), (g) first fixed charge all other Charged Securities (not charged by clause 2 1(e)), (h) by way of first fixed charge (A) all Securities Rights from time to time accruing to the Charged Securities referred to in clause 2 1(g) and (B) all rights which the Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments relating to the Charged Securities referred to in clause 2 1(g), (i) by way of first fixed charge each Existing Resource Non-Vesting Debt and its proceeds now or in the future owing to Resource, (j) by way of first fixed charge all Related Rights relating to any Existing Resource Non-Vesting Debts, 	

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- (k) by way of first fixed charge each Existing Centric Non-Vesting Debt and its proceeds now or in the future owing to Centric,
- (l) by way of first fixed charge all Related Rights relating to any Existing Centric Non-Vesting Debts,
- (m) by way of first fixed charge each Future Resource Non-Vesting Debt and its proceeds now or in the future owing to Resource,
- (n) by way of first fixed charge all Related Rights relating to any Future Resource Non-Vesting Debts,
- (o) by way of first fixed charge each Future Centric Non-Vesting Debt and its proceeds now or in the future owing to Centric,
- (p) by way of first fixed charge all Related Rights relating to any Future Centric Non-Vesting Debts,
- (q) by way of first fixed charge each Client Security Interest purportedly assigned by Resource to LTSBCF under the Back-to-Back Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in LTSBCF,
- (r) by way of first fixed charge each Client Security Interest purportedly assigned by Centric to LTSBCF under the Back-to-Back Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in LTSBCF,
- (s) by way of first fixed charge, the benefit of any Trust Interest which Resource may have, from time to time,
- (t) by way of first fixed charge, the benefit of any Trust Interest which Centric may have, from time to time,
- (u) by way of first fixed charge all accounts of the Obligor with any bank, financial institution or other person and all monies at any time standing to the credit of such accounts, in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing,
- (v) by way of first fixed charge all Intellectual Property,
- (w) to the extent that any Assigned Asset is not effectively assigned under clause 2.2 (Security assignments), by way of first fixed charge, such Assigned Asset,
- (x) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Obligor or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Obligor and all bills of exchange and other negotiable instruments held by it, and

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(y) by way of first fixed charge all of the goodwill and uncalled capital of the Obligor

2.2 Security assignments

(a) Each Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

(i) the Excluded Proceeds,

(ii) the Insurances, all claims under the Insurances and all proceeds of the Insurances,

(iii) the Sale and Purchase Agreement, all rights and remedies in connection with the Sale and Purchase Agreement and all proceeds and claims arising therefrom,

(iv) the Deed of Assignment, all rights and remedies in connection with the Deed of Assignment and all proceeds and claims arising therefrom,

(v) the Resource Servicing Agreement, all rights and remedies in connection with the Resource Servicing Agreement and all proceeds and claims arising therefrom, and

(vi) the Centric Servicing Agreement, all rights and remedies in connection with the Centric Servicing Agreement and all proceeds and claims arising therefrom

provided always that each such assignment is a separate assignment

(b) To the extent that any Assigned Asset described in clause 2 2(a) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Obligor to any proceeds of the Insurances

3. FLOATING CHARGE

The Obligor charges and agrees to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 1 (Fixed charges), clause 2 2 (Security assignments) or any other provision of the Deed, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

LTSBCF may, by written notice to the Obligor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Obligor specified in the notice if

(a) a Termination Event has occurred and is continuing, or

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Short particulars	<p>(b) LTSBCF (acting in good faith) considers any Security Asset (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>4.2 Small companies</p> <p>The floating charge created under the Deed by the Obligor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Obligor</p> <p>4.3 Automatic conversion</p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(i) the Obligor creates (or attempts or purports to create) any Security (other than Permitted Security) on or over the relevant Security Asset without the prior written consent of LTSBCF, or</p> <p>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets of the Obligor which are subject to a floating charge if an administrator is appointed in respect of the Obligor or LTSBCF receives notice of intention to appoint such an administrator</p> <p>4.4 Partial conversion</p> <p>The giving of a notice by LTSBCF pursuant to clause 4.1 (<i>Conversion by notice</i>) in relation to any class of assets of the Obligor shall not be construed as a waiver or abandonment of the rights of LTSBCF to serve similar notices in respect of any other class of assets or of any other right of LTSBCF</p> <p>5. CONTINUING SECURITY</p> <p>5.1 Continuing security</p> <p>The Security created by the Deed is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period</p> <p>5.2 Additional and separate security</p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which LTSBCF may at any time hold for any Secured Obligation</p>	

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Short particulars	<p>5.3 Right to enforce</p> <p>The Deed may be enforced against the Obligor without LTSBCF first having recourse to any other right, remedy, guarantee or Security held by or available to it</p> <p>6. SET-OFF</p> <p>6.1 Set-off and combination of accounts</p> <p>(a) LTSBCF may at any time set off the Obligor's liability to LTSBCF against LTSBCF's liability to the Obligor and/or combine any accounts recording transactions between the Parties</p> <p>(b) The Obligor may not exercise any right of set off or counterclaim against monies due from the Obligor to LTSBCF</p> <p>6.2 Currency conversion</p> <p>In order to effect the set off or combination of accounts referred to at clause 7 1 (<i>Set off and combination of accounts</i>), LTSBCF may convert currencies at the rate of exchange prevailing at the time of set off or combination</p> <p>6.3 Time deposits</p> <p>Without prejudice to clause 7 1 (<i>Set-off and combination of accounts</i>), if any time deposit matures on any account which any Obligor has with LTSBCF at a time within the Security Period when</p> <p>(a) this Security has become enforceable, and</p> <p>(b) no Secured Obligation is due and payable,</p> <p>such time deposit shall automatically be renewed for such further maturity as LTSBCF in its absolute discretion considers appropriate unless LTSBCF otherwise agrees in writing</p> <p>7. POWER OF ATTORNEY</p> <p>The Obligor, by way of security, irrevocably and severally appoints LTSBCF, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which the Obligor is obliged to take under the Deed and which the Obligor has failed to take at the times and in the manner contemplated, including under clause 20 (<i>Further assurances</i>) of the Deed The Obligor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause</p> <p>8. RESTRICTIONS ON DEALING</p> <p>8.1 The Obligor shall not do or agree to do any of the following without the prior written consent of LTSBCF</p> <p>(a) create or permit to subsist any Security on any Security Asset except Security which is permitted by the Back-to-Back Receivables Financing Agreement,</p>	

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- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a disposal which is permitted by the Back-to-Back Receivables Financing Agreement

8.2 The Obligor shall

- (a) not, except with the prior written consent of LTSBCF (not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Asset, or
- (b) not do, cause or permit to be done anything which is reasonably likely to a material extent to depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

9. LIABILITY OF OBLIGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, each Group Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets LTSBCF is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

10. FURTHER ASSURANCES

10.1 Further action

The Obligor shall, at its own expense, promptly upon request take whatever action LTSBCF or a Receiver may reasonably require for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed, and
- (b) following a Declared Default, which is continuing, facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by LTSBCF or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to LTSBCF or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case LTSBCF may reasonably require

10.2 Specific security

Without prejudice to the generality of clause 20 1 (*Further action*) of the Deed, the Obligor shall forthwith at the request of LTSBCF execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Deed in favour of LTSBCF (including any arising or intended to arise pursuant to clause 7 (*Conversion of floating charge*)) of the Deed in such form as LTSBCF may reasonably require

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SCHEDULE 1

Details of Security Assets

Obligor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Centric Group Finance Limited	Centric SPV 1 Limited	Ordinary	2	£2 consisting of 2 shares of £1 each
Centric Group Finance Limited	Centric Commercial Finance Limited	Ordinary	2	£2 consisting of 2 shares of £1 each
Centric Group Finance Limited	Resource Partners SPV Limited	Ordinary	1	£1 consisting of 1 share of £1 each

Definitions

"2007 Debenture" means the all assets guarantee and debenture granted by the Group Companies in favour of LTSBCF on the First Commencement Date,

"2009 Debenture" means the all assets guarantee and debenture to be granted by the Group Companies in favour of LTSBCF on or around the Second Commencement Date,

"2009 Finance Documents" means

- (a) the Amendment & Restatement Deed,
- (b) the 2009 Debenture,
- (c) the Intercreditor Amendment & Restatement Agreement, and
- (d) the Barclays Centric Instruction Letter and Coface Instruction Letter, and
- (e) the Barclays Resource Supplemental Letter,

"2010 Amendment Date" means the "Effective Date" as defined in the 2010 Amendment Letter,

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Short particulars	<p>"2010 Amendment Letter" means the letter to be entered into by the Parties on 14 May 2010 amending the terms of the Back-to-Back Receivables Financing Agreement,</p> <p>"Amendment & Restatement Deed" means the amendment and restatement deed to be entered into by each of the parties to the Back-to-Back Receivables Financing Agreement and dated on or around the Second Commencement Date, amending and restating the terms of the Back-to-Back Receivables Financing Agreement,</p> <p>"Assigned Agreement" means a receivables financing agreement entered into by a Resource & Pharmacy Partners company and which has been assigned to Resource under the Sale and Purchase Agreement,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.2 (<i>Security assignments</i>) of the Deed,</p> <p>"Back-to-Back Receivables Financing Agreement" means the back-to-back receivables financing agreement originally dated 21 December 2007 and as amended and restated pursuant to an amendment and restatement deed dated on 14 July 2009 and further amended pursuant to an amendment letter dated on or around the date of the Deed and made between each of the Group Companies and LTSBCF, pursuant to which LTSBCF has agreed to make certain back-to-back receivables financing facilities available to the Companies,</p> <p>"Barclays Centric Instruction Letter" means the letter from Centric to Barclays dated on or around the Second Commencement Date relating to the operation of certain Trust Accounts held at Barclays in respect of Centric Clients,</p> <p>"Barclays Resource Instruction Letter" means the letter from Resource to Barclays dated December 2007 relating to the operation of certain Trust Accounts held at Barclays in respect of Resource Clients as amended by the Barclays Resource Supplemental Letter,</p> <p>"Barclays Resource Supplemental Letter" means a supplemental letter to the Barclays Resource Instruction Letter dated on or around the Second Commencement Date,</p> <p>"Cabot" means CS Capital Partners III, L.P. a limited partnership the general partner of which is Cabot Square Capital GP III Ltd whose registered office is at 7 James's Street, London SW1A 1EE,</p> <p>"Cabot Nominee" means Cabot Square Capital Nominee Limited whose registered office is at 7 James's Street, London SW1A 1EE and is registered with the company number 04766358</p> <p>"Centric" means Centric SPV 1 Limited whose registered office is at Studio 4, 114 Power Road, London W4 5PY and is registered with company number 06441060,</p> <p>"Centric Client" means any person which has entered or which enters into a receivables financing facility and/or asset based lending facility provided by Centric,</p> <p>"Centric Debts" means Debts assigned or purportedly assigned to Centric pursuant to any receivables financing facility provided to a Centric Client,</p> <p>"Centric Servicing Agreement" means the agreement between Opco and Centric dated 6 May 2008,</p>	

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"Charged Investments" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the securities specified in schedule 1 (Details of Security Assets), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by the Obligor, held by a nominee on its behalf or in which the Obligor has an interest at any time,

"Client Agreements" means

- (a) in relation to Resource, Assigned Agreements and any similar agreements or other receivables financing facilities provided to a Resource Client and entered into by Resource in the ordinary course of its business,
- (b) in relation to Centric, any receivables financing or asset based lending facilities provided to a Centric Client and entered into by Centric in the ordinary course of its business,

"Clients" means Resource Clients and Centric Clients and **"Client"** means any one of them,

"Client Security Interests" means all Security

- (a) granted by a Client in favour of a Resource & Pharmacy Partners company and assigned to Resource in accordance with the terms of the Sale and Purchase Agreement,
- (b) granted by a Resource Client in favour of Resource, and
- (c) granted by a Centric Client in favour of Centric,

"Coface" means Coface Receivables Finance Limited (company number 04933860),

"Coface Instruction Letter" means a letter from Coface to Barclays dated on or about the Second Commencement Date setting out Coface's instructions to Barclays to comply with the Barclays Centric Instruction Letter,

"Companies" means Resource and Centric and **"Company"** means any one of them,

"Contract of Sale" means a contract for the sale of goods and/or work done and materials supplied and/or services rendered and/or hiring by a Client to a Customer under which a Debt arises,

"Customer" means the party under a Contract of Sale obliged to pay the relevant Debt and, where the context so permits, a prospective customer,

"Debentures" means the 2007 Debenture, the 2009 Debenture and the Deed and **"Debenture"** means any one of them,

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Short particulars	<p>"Debt" means any debt or other obligation (including any tax or duty), present, future or contingent, of any Customer under a Contract of Sale together with its Related Rights, save for Flow Throughs, and a Debt, where the context permits, shall include part of a Debt and all or part of its Related Rights,</p> <p>"Declared Default" means a default in respect of which any rights have been exercised or enforced by LTSBCF under clause 21.3 of the Back-to-Back Receivables Financing Agreement,</p> <p>"Deed of Assignment" means the Deed of Assignment of Customer contracts entered into between RPP, PPP and Resource on or around the First Commencement Date,</p> <p>"Existing Centric Non-Vesting Debt" means any Centric Debt existing on the 2010 Amendment Date and purportedly assigned to LTSBCF pursuant to the Back-to-Back Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in LTSBCF,</p> <p>"Existing Resource Non-Vesting Debt" means any Resource Debt existing on the 2010 Amendment Date and purportedly assigned to LTSBCF pursuant to the Back-to-Back Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in LTSBCF,</p> <p>"Excluded Proceeds" means all and any monies paid to the LTSBCF Resource Account, the LTSBCF Centric Account or any trust account which are not the proceeds of Debts,</p> <p>"Finance Documents" means the Back-to-Back Receivables Financing Agreement (as amended by the Amendment & Restatement Deed and the 2010 Amendment Letter), the Debentures, the Barclays Resource Instruction Letter, the Intercreditor Agreement, the 2009 Finance Documents and any other agreement entered into after the date hereof that is designated by LTSBCF as a Finance Document (and "Finance Document" shall mean any one of them),</p> <p>"Finco" means Centric Group Finance Limited (previously called Blue Hair Finance Limited) a company registered in England and Wales with the number 6405442 whose registered office is at Studio 4, 114 Power Road, London W4 5PY,</p> <p>"First Commencement Date" means 21 December 2007,</p> <p>"Flow Throughs" means any debt or other obligation (including any tax or duty), present, future or contingent, of any Customer of H@H which is the property of Resource pursuant to the Client Agreement between H@H and Resource,</p> <p>"Future Centric Non-Vesting Debt" means any Centric Debt coming into existence after the 2010 Amendment Date which is assigned to Centric pursuant to a Client Agreement and purportedly onward assigned to LTSBCF pursuant to the Back-to-Back Receivables Financing Agreement, but which does not, for any reason, vest absolutely and effectively in LTSBCF,</p> <p>"Future Resource Non-Vesting Debt" means any Resource Debt coming into existence after the 2010 Amendment Date which is assigned to Resource pursuant to Client Agreements and purportedly onward assigned to LTSBCF pursuant to the Back-to-Back Receivables Financing Agreement but which does not, for any reason, vest absolutely and effectively in LTSBCF,</p> <p>"Group" means Finco and its Subsidiaries and "member of the Group" shall be construed accordingly,</p> <p>"Group Company" means any member of the Group,</p>	

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"H@H" means Healthcare At Home Ltd of Fifth Avenue, Centrum 100, Burton On Trent, Staffordshire DE14 2WS (registered in England and Wales with the number 02759609),

"Holdco" means Centric Group Holdings Limited whose registered office is at Studio 4, 114 Power Road, London W4 5PY and is registered with company number 06402868,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Obligor or in which the Obligor from time to time has an interest,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Obligor in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing,

"Intercreditor Agreement" means the intercreditor agreement originally dated 21 December 2007, as amended and restated on 7 July 2008 and as further amended and restated on or around the Second Commencement Date by the Intercreditor Amendment & Restatement Agreement, and made between the Group Companies, LTSBCF, Holdco and the Investors,

"Intercreditor Amendment & Restatement Agreement" means the amendment and restatement agreement to be entered into by the parties to the Intercreditor Agreement and dated on or around the Second Commencement Date, to amend and restate the terms of the Intercreditor Agreement,

"Investors" means Cabot and Cabot Nominee,

"LTSBCF Centric Accounts" means the bank account with the following details

- (a) in relation to payments in Sterling, the account at Lloyds TSB Bank plc with account number 0397325, IBAN number GB53 LOYD 3015 9900 3973 25, sort code 30-15-99 and BIC number LOYDGB21021,
- (b) in relation to payments in Dollar, the account at Lloyds TSB Bank plc with account number 11588788, IBAN number GB05 LOYD 3015 9911 5887 88, sort code 30-15-99 and BIC number LOYDGB21021,
- (c) in relation to payments in Euro, the account at Lloyds TSB Bank plc with account number 86311508, IBAN number GB41 LOYD 3015 9986 3115 08, sort code 30-15-99 and BIC number LOYDGB21021,

or such other bank account the details of which LTSBCF may notify to Centric at any time,

"LTSBCF Resource Account" means the bank account with account name Resource II Limited, account number 0332002 and sort code 30-15-99, or such other bank account the details of which LTSBCF may notify to Resource at any time,

"Merchant Holdco" means Merchant Holdco Limited a company incorporated in England (registered number 03817441) and whose registered office is at Studio 4, 114 Power Road, London W4 5PY,

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Opco" means Centric Commercial Finance Limited (previously called Blue Hair Operations Limited) a company registered in England and Wales with the number 06406043 whose registered office is at Studio 4, 114 Power Road, London W4 5PY,

"Parties" means each party to the Deed and LTSBCF and **"Party"** means any one of them,

"Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Obligor,
- (b) any Security created under a Finance Document, and
- (c) any Security from time to time expressly permitted by LTSBCF in writing (such consent not to be unreasonably withheld or delayed),

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Obligor, or in which the Obligor has an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"PPP" means Pharmacy Partners Plc a company registered in England and Wales with the number 03871382 and whose registered office is at Studio 4, 114 Power Road, London W4 5PY,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by LTSBCF under the Deed,

"Related Rights" means

- (a) all rights under a Contract of Sale which are transferred to a Company,
- (b) all instruments (negotiable or non-negotiable), securities, insurances, bonds, guarantees and indemnities relating to a Debt,
- (c) all ledgers, documents, and computer or electronic data (including operating systems) recording or evidencing Debts in an Obligor's possession or to which an Obligor is entitled, and
- (d) all remedies for enforcing payment of a Debt, the benefit of all and any Client Security Interest and any other instruments and insurances referable to Debts or Clients and granted in favour of a Company,

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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

"Resource" means Resource Partners SPV Limited whose registered office is at Studio 4, 114 Power Road, London W4 5PY and is registered with company number 03817443,

"Resource Client" means any person (other than a Resource and Pharmacy Partners company) which entered into an Assigned Agreement, or which enters into a receivables financing facility provided by Resource,

"Resource Debts" means Debts the subject of an Assigned Agreement, Debts assigned or purportedly assigned to Resource under the Sale and Purchase Agreement, and Debts assigned or purportedly assigned to Resource pursuant to any receivables financing facility provided to a Resource Client,

"Resource Servicing Agreement" means the agreement between Opco and Resource dated 21 December 2007,

"Resource & Pharmacy Partners" means RPP and PPP,

"RPG" means Resource Partners Group Limited a company incorporated in England (registered number 03817284) and whose registered office is at Studio 4, 114 Power Road, London W4 5PY,

"RPG Originations" means RPG Originations Limited a company incorporated in England (registered number 04832954) and whose registered office is at Studio 4, 114 Power Road, London W4 5PY,

"RPP" means Resource Partners Plc a company registered in England and Wales with the number 03936319 and whose registered office is at Studio 4, 114 Power Road, London W4 5PY,

"Sale and Purchase Agreement" means the agreement for the sale and purchase of the business and assets of RPG and Resource & Pharmacy Partners entered into between RPG, Merchant Holdco, Resource & Pharmacy Partners, RPG Originations, Finco and Opco on or around the First Commencement Date,

"Second Commencement Date" means 14 July 2009,

"Securities Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"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,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

"Security Period" means the period beginning on the date of the Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

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

- (b) LTSBCF has no further commitment, obligation or liability under or pursuant to the Finance Documents,

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985

"Termination Event" means any of the events set out in clause 21.2 of the Back-to-Back Receivables Financing Agreement,

"Trust Interests" means all rights, title and interests Resource or Centric may have as beneficiaries of any trusts created or established, whether expressly or impliedly, under Client Agreements or the Sale and Purchase Agreement

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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

None

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 DGA Pym UK LLP 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 Lia Bariotakis

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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 enquires@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. 6406043
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 14 MAY 2010 AND CREATED BY CENTRIC
COMMERCIAL FINANCE LTD. FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO
LLOYDS TSB COMMERCIAL FINANCE LIMITED 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 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MAY 2010



Companies House
— for the record —

JA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES