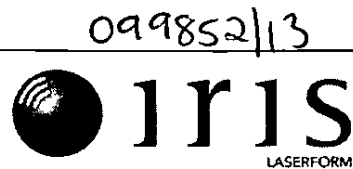


MG01

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

THURSDAY



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08/07/2010

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COMPANIES HOUSE

1

Company details

Company number

0 0 7 5 8 1 5 3

Company name in full

Lloyds Pharmacy Limited (the "Company")

25

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

2 4 0 6 2 0 1 0

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

Receipts Account Charge (Scotland) (the "Charge")

4

Amount secured

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

Amount secured

1 Secured obligations

Pursuant to clause 2 of the Charge, the Company has covenanted that it will on demand pay or otherwise discharge the secured obligations

being the liability of the Company to make payments to the Bank pursuant to the terms of the Receivables Purchase Agreement including, without limitation, the payment to the Bank of all amounts received by the Company from the Business Service Centres ("the Secured Obligations"),

in the manner in which, and in the currencies in which they are expressed to be due and payable for discharge

Continuation page

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

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

Continuation page

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

Name KfW IPEX-BANK GMBH (the "Bank") acting through its London Branch

Address 29th Floor, 30 St Mary Axe,

London

Postcode E C 3 A 8 E P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1 Charge

Pursuant to clause 3 1 of the Charge, as a continuing security for the payment and discharge of the Secured Obligations, the Company with full title guarantee has charged to the Bank the Receipts Account and the Deposit and all the entitlements to the right of repayment and other rights and benefits occurring to, or arising in connection with, the Receipts Account and/or the Deposit

2 Dealings with the Charged Account**2 1 Mandates**

Pursuant to clause 4 1 of the Charge the Company undertakes to the Bank that it will not amend the Mandate without the prior written consent of the Bank

2 2 No Withdrawals

Pursuant to clause 4 2 of the Charge

(a) The Company has agreed to pay all amounts received in respect of Purchased Receivables to the credit of the Receipts Account in accordance with the Receivables Purchase Agreement

(b) The Company has undertaken to the Bank not to make any withdrawal from the Receipts Account other than strictly in accordance with the Receivables Purchase Agreement

(See MG01 continuation page, Section 6 for the continuation of this Section 6)

MG01

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

N/A

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

Burgis Salma LLP

X

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

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 Charlotte Bowry

Company name Burges Salmon LLP

Address Narrow Quay House

Narrow Quay

Post town Bristol

County/Region

Postcode

B	S	I		4	A	H
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Country England

DX 7829 Bristol

Telephone +44 (0)117 939 2000

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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

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

3 Covenants

Pursuant to clause 7 1 of the Charge the Company has undertaken to and agreed with the Bank that, from the date of the Charge and on each day until the Secured Obligations have been paid or discharged in full, the Company shall

- (a) not create or permit to subsist any Security Interest on, over or with respect to the Receipts Account or the Deposit or any part thereof (other than the Charge),
- (b) not sell, transfer, discount, factor, grant, lease or otherwise dispose of its rights under on in respect of the Receipts Account or the Deposit or any part thereof, (otherwise than to the Bank),

4 Further assurance

Pursuant to clause 7 2 of the Charge the Company will execute and deliver to the Bank such documents and give such instructions and perform such other acts as the Bank may require from time to time to constitute, protect or perfect the security intended to be created by this Charge over the Receipts Account and the Deposit or to facilitate the appropriation of the Deposit or the exercise of any other Right vested in the Bank

5 Power of attorney

Pursuant to clause 5 of the Charge the Company has appointed, irrevocably and by way of security, the Bank and any person nominated in writing by the Bank as attorney of the Company severally to be the attorney of the Company (with full powers of substitution and delegation), on the Company's behalf and in the Company's name or otherwise, at such time and in such manner as the attorney may think fit

- (a) prior to the occurrence of an Event of Default or Termination Event, to do anything which the Company is or may be obliged to do (but has not done) under this Charge, and
- (b) on and after the occurrence of an Event of Default or Termination Event, generally to exercise all or any of the Rights conferred on the Bank in relation to the Receipts Account, the Deposit under or in connection with this Charge or the Act

6 Ratification

The Company covenants to ratify and confirm whatever any attorney shall do or purport to do in the exercise or purported exercise of the power of attorney in clause 5 1

7 Continuing security and other matters

7 1 Continuing security

The Charge and the obligations of the Company under the Charge shall

- (a) secure the ultimate balance from time to time owing to the Bank by the Company and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever,
- (b) be in addition to, and not prejudice or affect, any present or future security or collateral instruments (howsoever described and including without limitation guarantees), right or remedy held by or available to the Bank, and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such present or future security or collateral instruments, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable

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 style="text-align: center;">DEFINITIONS</p> <p>"Act" means the Law of Property Act 1925,</p> <p>"Business Service Centres" means the business services of the Payment Agency (as defined in the Receivables Purchase Agreement), being as at 24 June 2010 the Business Service Centre - Aberdeen, (Practitioner Services, Bridgeview, 1 North Esplanade West, Aberdeen AB11 5QF), Business Service Centre - Edinburgh (Practitioner Services, Gyle Square, 1 South Gyle Crescent, Edinburgh EH12 9EB), Business Service Centre - Glasgow (Practitioner Services, Clifton House, Clifton Place, Glasgow G3 7LN) and any additional or relevant centres through which payment in respect of the Receivables (as defined in the Receivables Purchase Agreement) originated in Scotland is made on behalf of the Customers (as defined in the Receivables Purchase Agreement),</p> <p>Deposit" means all sums (whether of principal, interest or otherwise) now or at any time after the date of the Charge standing to the credit of the Receipts Account and all Rights from time to time accruing to, or arising in connection with, such sums and the debts represented thereby,</p> <p>"Event of Default" has the meaning given to it in the Receivables Purchase Agreement,</p> <p>"Mandate" means the bank mandate entered or to be entered into by the Bank, the Receipts Account Bank and the Company in relation to the Receipts Account,</p> <p>"Purchased Receivables" has the meaning given to it in the Receivables Purchase Agreement,</p> <p>"Receipts Account" means the pounds sterling denominated bank account in the name of Lloyds Pharmacy Scottish Receivables with account number 29615194 held at the branch with sort code 52- 30-02 of the Receipts Account Bank, as such account may be re-numbered, replaced or re-designated, and any sub-account of such account,</p> <p>"Receipts Account Bank" means National Westminster Bank plc,</p> <p>"Receivables Purchase Agreement" means the receivables finance agreement dated 24 June 2010 and made between the Bank and the Company, whereby the Bank has agreed, upon and subject to the terms and conditions of the Receivables Purchase Agreement, to make available to the Company a committed receivables purchase facility whereby it will purchase from the Company certain Receivables (as defined therein)</p> <p>"Rights" means all rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever),</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, hypothecation, or security interest or any other agreement or security arrangement having the effect of conferring security,</p> <p>"Sterling" or "£" means the lawful currency of the United Kingdom at the date of this Charge,</p> <p>"Termination Event" has the meaning given to it in the Receivables Purchase Agreement</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 758153
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RECEIPTS ACCOUNT CHARGE
DATED 24 JUNE 2010 AND CREATED BY LLOYDS PHARMACY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO KFW IPEX-BANK GMBH ACTING
THROUGH ITS LONDON BRANCH 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 8 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JULY 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES