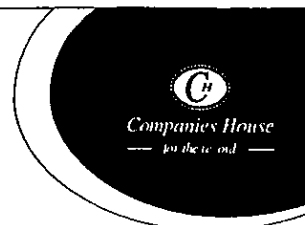


MG01

Particulars of a mortgage or charge

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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

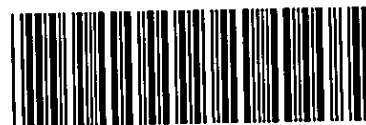
☒ What this form is for

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

You cannot use this form particulars of a charge for company. To do this, please form MG01s

WEDNESDAY



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27/07/2011

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COMPANIES HOUSE

1 Company details

Company number 0 3 4 6 5 0 4 7

Company name in full NORCHEM HEALTHCARE LIMITED

("the Client")

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 26 07 2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture ("the Debenture")

4 Amount secured

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

Amount secured The Client covenants with the Security Holder that it will on demand pay all moneys and discharge all liabilities now or hereafter due, owing or incurred by it to the Group Members (or any of them) whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis

(PLEASE SEE CONTINUATION PAGE 1)

Continuation page

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

MG01 - continuation page
Particulars of a mortgage or charge



Amount secured

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

Amount secured

(CONTINUATION PAGE 1)

which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Client, (the "Secured Liabilities")

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Particulars of a mortgage or charge

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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 Santander UK plc as security trustee ("Security Holder") for each

Address Group Member

2 Tnton Square, Regent's Place, London

Postcode N W 1 3 A N

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

As continuing security for the payment of the Secured Liabilities, the Client with full title guarantee charges to the Security Holder (as security trustee for the Group Members)

(a) by way of legal mortgage the Legally Mortgaged Property,

(b) by way of fixed charge the Equitably Charged Property,

(c) by way of fixed charge all fixed plant and machinery now or hereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all spare parts, replacements, modifications for or to the same, and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Client and the benefit of all maintenance agreements relating thereto entered into between the Client and any third party,

(d) by way of fixed charge all plant, machinery and equipment specified in Schedule 2 to the debenture, and all spare parts, replacements and modifications for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Client and the benefit of all maintenance agreements relating thereto entered into between the Client and any third party,

(e) by way of fixed charge all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same other than those specified in (c) and (d) above now or hereafter owned by the Client and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Client and the benefit of all maintenance agreements relating thereto entered into between the Client and any third party (but excluding any plant, machinery or equipment forming part of the Client's stock in trade or work in progress),

(f) by way of fixed charge all Non-Vesting Debts,

(g) by way of fixed charge all Other Debts,

(h) by way of fixed charge all the goodwill and uncalled capital of the Client,

(i) by way of fixed charge all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Client ("Investments") and all dividends and other rights relating thereto,

PLEASE SEE CONTINUATION PAGES 2, 3, 4 AND 5

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>CONTINUATION PAGE 2</p> <p>(j) by way of fixed charge all present and future patents, patent applications, trade marks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto (including, without limitation, by way of licence) legally or beneficially owned by the Client,</p> <p>(k) by way of fixed charge all benefits relating to all present and future contracts and policies of insurance from time to time taken out by or on behalf of the Client or (to the extent it has) in which the Client has an interest and all claims and returns of premium relating thereto,</p> <p>(l) by way of fixed charge all benefits relating to all present and future contracts of trade other than to the extent purchased by Santander pursuant to the Sales Finance Agreement or charged to Santander pursuant to (f) or (g),</p> <p>(m) by way of fixed charge the amount standing to the credit of any Account,</p> <p>(n) by way of fixed charge the benefit of all Authorisations held in connection with its business or the use of any assets of the Client and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or such assets,</p> <p>(o) by way of floating charge the Floating Charge Property,</p> <p>Definitions</p> <p>"Accounts" means any account of the Client with any bank, financial institution or other person</p> <p>"Administrator" means any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Clients affairs, business and property</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing or registration including but not limited to any Pharmacy Licence</p> <p>"Bank" means Santander UK plc (registered number 2294747) or such other clearing bank as the Security Holder may specify to the Client in writing, from time to time</p> <p>"Charged Property" means all of the property of the Client described in Clause 3 1 of the Debenture</p> <p>"Debts" shall have the meaning ascribed by the Sales Finance Agreement</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing</p> <p>PLEASE SEE CONTINUATION PAGE 3</p>

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>CONTINUATION PAGE 3</p> <p>"Enforcement Date" means the date on which the Security Holder or a Group Member demands the payment or discharge of all or any of the Secured Liabilities pursuant to this Debenture, or if earlier, the date on which</p> <ul style="list-style-type: none"> (a) the Security Holder receives from any person a notice of intention to appoint any person under Schedule B1 of the Insolvency Act 1986 to manage the Client's affairs, business and property, (b) the Client requests the Security Holder to appoint an Administrator or Receiver, (c) an application is made for the appointment of an Administrator in relation to the Client, (d) a petition is made for an administration order in relation to the Client, or (e) an Administrator is appointed in relation to the Client <p>"Environmental Law" means all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency concerning the protection of the environment (which shall include air, water and land) or human health</p> <p>"Environmental Licence" means all permits, licences or other approvals required by Environmental Law</p> <p>"Equitably Charged Property" means all future freehold and leasehold property of the Client together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon charged by way of fixed charge</p> <p>"Floating Charge Property" means by way of floating charge the undertaking and all property and assets of the Client present and future including any charged by way of specific charge under (a) to (n) if and to the extent that such charges fail as specific charges</p> <p>"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being</p> <p>"Group Member" means a member of the Group</p> <p>"Legally Mortgaged Property" means all freehold and leasehold property owned by the Client at the date of this Debenture including that specified in Schedule 1 of the debenture together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon charged by way of legal mortgage</p> <p>"LPA" means the Law of Property Act 1925</p> <p>"NHS Contract" the rights granted by the NHS to be included in the Pharmaceutical List for the provision of Pharmaceutical goods and services from each of the Properties pursuant to the NHS Regulations</p> <p>"NHS Regulations" means the National Health Service (Pharmaceutical Services) Regulations 2005 or any subsequent amending or additional rule or regulation relating to the dispensing of pharmaceutical goods and services on behalf of the NHS,</p> <p>PLEASE SEE CONTINUATION PAGE 4</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>CONTINUATION PAGE 4</p> <p>"Non-Vesting Debts" means all Debts (as defined in the Sales Finance Agreement) intended to but which do not for any reason vest absolutely and effectively in Santander together with the Related Rights (as defined in the Sales Finance Agreement) to such Debts</p> <p>"Other Debts" means all present and future book and other debts of the Client, all moneys from time to time standing to the credit of any account of the Client and all other moneys whether arising under contracts or in any other manner due, owing or incurred to the Client (and including any owing by Santander to the Client) other than Debts absolutely and effectively vested in or held on trust for Santander under the Sales Finance Agreement and Non-Vesting Debts</p> <p>"Pharmaceutical List" means the list of pharmacists kept by the NHS pursuant to the NHS Regulations,</p> <p>"Pharmacy Licences" means each of the NHS Contracts held by the Company at the date of this Debenture and from time to time thereafter,</p> <p>"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986)</p> <p>"Receivership Assets" means part of the Charged Property not being the whole or substantially the whole of the Client's property, as the Security Holder may specify</p> <p>"Sales Finance Agreement" means the receivables finance agreement entered into between the Client and Santander as more particularly described in Schedule 3 of the Debenture and includes such document as amended, varied, supplemented or novated from time to time</p> <p>"Santander" means Santander UK plc registered in England and Wales with number 2294747 and whose registered office is at 2 Tnton Square, Regent's Place, London NW1 3AN</p> <p>"Secured Liabilities" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p> <p>PLEASE SEE CONTINUATION PAGE 5</p>	

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>CONTINUATION PAGE 5</p> <p>NB</p> <p>So far as permitted by law and notwithstanding anything expressed or implied in the Debenture (a) if the Client creates or attempts to create any Encumbrance over all or any of the Charged Property without the prior written consent of the Security Holder or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets, the floating charge created by (o) above over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge, and</p> <p>(b) the floating charge created by (o) above shall automatically be converted into a fixed charge on the Enforcement Date</p> <p>Notwithstanding anything expressed or implied in the Debenture but without prejudice to Clause 3.3 of the Debenture, the Security Holder shall be entitled at any time by giving notice in writing to that effect to the Client to convert the floating charge over all or any part of the Charged Property into a fixed charge as regards the assets specified in such notice</p> <p>The Client will not without the Security Holder's prior written consent create or purport or attempt to create or permit to subsist any Encumbrance upon the Charged Property nor sell, transfer, lease, licence, part with possession dispose of or grant any interest in or relating to all or any part of the Charged Property save that the Floating Charge Property may be disposed of by way of sale at full value in the ordinary course of business as now carried on</p> <p>The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charge in (o) above, which shall be enforceable at any time on or after the Enforcement Date</p>	

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Particulars of a mortgage or charge

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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)

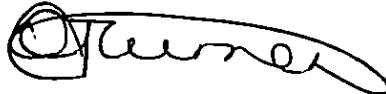
9

Signature

Please sign the form here

Signature

Signature

X  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 Tracey Berry

Company name Santander UK Plc

Address 3rd Floor, 1 Cornwall Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 D X

Country UK

DX

Telephone 0121 265 7725



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 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. 3465047
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 JULY 2011
AND CREATED BY NORCHEM HEALTHCARE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE GROUP MEMBERS (OR ANY OF THEM) ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
27 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2011

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES