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

* Insert full name
of Company ✓

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

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

For official use

Company number

6

05783091

Name of company

JRW Billing Pharmacy Limited

Date of creation of the charge

18 September 2008

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

ALL ASSETS DEBENTURE (the "Debenture")

Amount secured by the mortgage or charge

4
10
The Secured Monies, which at the date of the Debenture or shall thereafter be due, owing and payable to Resource, in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Company's indebtedness to Resource, including those under the Financing Agreement, and all obligations and liabilities, whether actual, accruing or contingent, at the date of the Debenture or in future due, owing or incurred to Resource by the Company, in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal or surety (the "Secured Liabilities")

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

✓ RESOURCE PARTNERS SPV LIMITED (Company Number 03817443) whose registered office is at Studio 4, 114 Power Road, London ("Resource")

Postcode W4 5PY

Presentor's name address and
reference (if any):
Resource Partners SPV Limited
Studio 4, Power Road Studios
114 Power Road,
London
W4 5PY

For official Use (02/00)
Mortgage Section

WEDNESDAY



ABMBK3EJ

A03

24/09/2008

94

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

By clause 3 1 of the Debenture, as security for the payment of the Secured Monies, the Company with full title guarantee gives the following mortgages and charges in favour of Resource namely:

- (a) a legal mortgage on the Properties (if any) specified in the Schedule 2 to the Debenture;
- (b) a legal mortgage on all Properties (other than any Properties specified in Schedule 2 of the Debenture) at the date of the Debenture owned by the Company or in which the Company has an interest,
- (c) a fixed charge on all of the following assets, whether at the date of the Debenture or in future belonging to the Company:
 - (i) the freehold and leasehold properties of the Company not effectively mortgaged under clauses 3 1(a) and (b) of the Debenture including such as may hereafter be acquired;

(Please see Addendum 4/4)

Please do not write in this margin

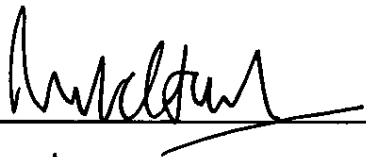
Please complete legibly, preferably in black type, or bold block lettering

01/95

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

23/9/08

On behalf of chargee[†]

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

Notes

[†] delete as appropriate

- 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

M395 Continuation

Company number

05783091

Name of company

* insert full name
of company

JRW Billing Pharmacy Limited

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

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Company number

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Name of company

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JRW Billing Pharmacy Limited

Addendum 3/4

3 Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* Insert full name
of company

JRW Billing Pharmacy Limited

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

- (ii) all Fixtures in, on or attached to the property subject to the legal mortgages under clauses 3.1(a) and (b) of the Debenture and all spare parts, replacements, modifications and additions for or to the same,
 - (iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;
 - (iv) all Equipment (if any) listed in Schedule 4 of the Debenture and the benefit of all contracts and warranties relating to the same,
 - (v) all Equipment, (other than Equipment specified in Schedule 4 of the Debenture), and the benefit of all contracts and warranties relating to the same,
 - (vi) all goodwill, unpaid and/or uncalled capital of the Company,
 - (vii) all the Company's Intellectual Property,
 - (viii) all the Company's Securities;
 - (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group;
 - (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986;
- (d) a fixed charge upon all or any of the following assets, whether in existence at the date of the Debenture or coming into existence in future.
- (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Resource;
 - (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
 - (iii) any account in the name of the Company under the control of or operated in accordance with the directions of Resource;
- (e) a fixed charge on all the Company's Non-Vesting Debts, present and future;
- (f) a fixed charge on the Company's Other Debts, present and future,
- (g) the Company, with full title guarantee, hereby charges to Resource by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property ~~or assets from time to time effectively charged~~ by way of legal mortgage or fixed charge or assignment pursuant to clauses 3 1(a) to (f) (inclusive) of the Debenture or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets

Name of company

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JRW Billing Pharmacy Limited

situated in Scotland

Please note, among other things:

By clause 3.2 of the Debenture, the provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charge in clause 3 1(g) of the Debenture which shall be enforceable at time on or after the Company failing to meet any demand made under clause 7 of the Debenture or, if earlier, the Enforcement Date, save that nothing in the Debenture shall cause any charge to become enforceable whilst the Company is subject to a Moratorium

By clause 3 3 of the Debenture, if Resource shall enforce any of the charges in clause 3 1 of the Debenture then the floating charges created by the Debenture shall immediately and without further formality become fixed charges

By clause 3 5 of the Debenture, so far as permitted by law and notwithstanding anything expressed or implied in the Debenture, if the Company (a) creates or attempts to create any Encumbrance over all or any of the Charged Assets without the prior written consent of Resource, or (b) 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 clause 3 1(g) of the Debenture over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge

By clause 3 6 of the Debenture, so far as permitted by law and notwithstanding anything expressed or implied in the Debenture, upon the occurrence of any event described at: (a) clause 7 1(e) of the Debenture; or clause 7 1(m) of the Debenture, the floating charges created by the Debenture shall, unless otherwise agreed by Resource in writing, automatically and without notice be converted into fixed charges

By clause 4 1(b) of the Debenture, the Company agrees with Resource that, during the currency of the Debenture, it will not sell, transfer, lease, licence or dispose of the Charged Assets subject to the floating charges in the Debenture, except by way of sale at full value in the ordinary course of its business now being carried on, and

By clause 4 1(c) of the Debenture, the Company agrees with Resource that, during the currency of the Debenture, it will not sell, transfer, lease, license or dispose of the Charged Assets subject to the fixed charges in the Debenture without the prior written consent of Resource but such restriction shall not prohibit its modification, repair and/or maintenance.

By clause 4 1(f) of the Debenture, the Company agrees with Resource that, during the currency of the Debenture, it will not, charge, sell, discount, factor, dispose of or, except in accordance with this deed, otherwise deal with its Other Debts unless it has the prior written consent of Resource

DEFINITIONS.

"Administrator" - any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Company's affairs, business and property.

"Associated Rights" - has the same meaning as Related Rights in the Financing Agreement.

"Charged Assets" - the subject matter of the mortgages and charges (or any or any part of them, if the context so allows) created by the Debenture and set out at clause 3 of the Debenture

"Debt" - has the same meaning as Receivable in the Financing Agreement

"Encumbrance" - any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement

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"Enforcement Date" – the date on which

- (a) Resource receives from any person notice of intention to appoint an Administrator, or
- (b) the Company requests Resource to appoint an Administrator or any Receiver in respect of the Company; or
- (c) a petition is filed for the appointment of an Administrator in respect of the Company, or
- (d) an application is made for the appointment of an Administrator in respect of the Company, or
- (e) an application is made for an administration order in respect of the Company; or
- (f) an Administrator is appointed in relation to the Company, or
- (g) a winding up order has been made or a resolution for winding up has been passed or a provisional liquidator has been appointed in respect of the Company

"Equipment" - means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than stock), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP

"Financing Agreement" - the agreement for The Purchase of Receivables (if any) for the sale and purchase of Debts and/or a conditional sale agreement and/or any other type of agreement between the Company and Resource, details of which are set out in Part 2 of Schedule 1 of the Debenture and any amendments or alterations to it or them and any replacement of it or them which may be agreed between the parties

"Fixtures" - means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that Property, whether or not constituting a fixture at law

"GAAP" means accounting principles and practices which are for the time being generally acceptable in the United Kingdom

"Group" - in relation to any company, that company, the company and its Subsidiaries, its holding company (as defined in Section 736 of the Companies Act 1985) and the Subsidiaries of that holding company.

"Intellectual Property" - all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

"Moratorium" - a moratorium coming into effect pursuant to Schedule A1 of the Insolvency Act 1986 or pursuant to paragraph 1A of Schedule 1 to the Insolvent Partnerships Order 1994.

"Non-Vesting Debts" - all or any Debts of the Company to be purchased by Resource pursuant to the Financing Agreement but which fail to vest absolutely and effectively in Resource for any reason, together with the

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Associated Rights to such Debts

"Other Debts" - all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except.

- (a) Non-Vesting Debts, and
- (b) any Debts whilst they remain absolutely and effectively vested in or held on trust for Resource under the Financing Agreement and whether such vesting results from a legal or equitable assignment

"Property" - means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires

"Receiver" - includes a receiver and/or manager not being an administrative receiver (as defined in Section 29(2) of the Insolvency Act 1986) of the Receivership Property

"Receivership Property" - such part or parts of the Charged Assets not being the whole or substantially the whole of the Company's property and assets within the meaning of section 29(2) of the Insolvency Act 1986.

"Remittances" - cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement

"Resource" - where the context permits includes its officers, agents and representatives

"Secured Monies" - all the monies which at the date of the Debenture or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Resource in any manner and for any reason on any account, Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; Secured Monies also means any of the following items, whether at the date of the Debenture or in the future

- (a) all monies due or payable under the Financing Agreement (if any) or any loan agreement or similar between the Company and Resource or by virtue of any guarantee or indemnity given by the Company to Resource;
- (b) all advances which Resource has made or shall make to the Company,
- (c) any indebtedness now or hereafter to be incurred by Resource for or at the request of the Company, including all monies which Resource shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following
 - (i) Resource making direct advances; or
 - (ii) Resource drawing, accepting, endorsing, paying or discounting any Remittance; or

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* insert full name
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JRW Billing Pharmacy Limited

- (iii) Resource entering into any bond, guarantee, indemnity or letter of credit, or
- (iv) Resource confirming orders, or
- (v) Resource otherwise accepting any other liability for or on behalf of the Company,
- (d) all monies which Resource can charge to the Company and all costs charges and expenses incurred by Resource following default in payment of any such monies or of breach by the Company of any of the provisions of the Debenture;
- (e) the charges of surveyors and/or solicitors instructed by Resource in connection with any part of the Charged Assets,
- (f) all costs and charges and expenses which Resource may from time to time incur in
 - (i) stamping, perfecting, registering or enforcing this security, or
 - (ii) the negotiations for the preparation and execution of the Debenture, and the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or
 - (iii) obtaining payment or discharge of Secured Monies; or
 - (iv) paying any rent, rates, taxes or outgoings for the Charged Assets; or
 - (v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets, or
 - (vi) the preservation or exercise of any rights under or in connection with the Debenture or any attempt to do so; or
 - (vii) giving a discharge or release of this security, or
 - (viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with the Debenture with the intention that Resource shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by Resource for the Secured Monies;
- (g) all monies expended by any attorney appointed under clause 6.3 of the Debenture in exercising his powers;
- (h) interest on all monies due and owing to Resource at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

"Securities" - all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof.

"Subsidiary" -

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- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5783091
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE
DATED 18 SEPTEMBER 2008 AND CREATED BY J.R.W. BILLING
PHARMACY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO RESOURCE PARTNERS
SPV LIMITED ON ANY ACCOUNT WHATSOEVER 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
24 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 SEPTEMBER
2008

Pa



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES