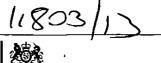
In accordance with Sections 859A and 859J of the Companies Act 2006

MR01 Particulars of a charge





	A fee is payable with this form Please see 'How to pay' on the last page									You can use the WebFiling service to file this form online Please go to www companieshouse gov uk				
1						X	You reg	ı ma Jiste	this form is NOT for ay not use this form to r a charge where there is no nent Use form MR08	For further information, please refer to our guidance at www.companieshouse gov.uk				
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Company number	0	6	4	4	9	8	6	4		_			Filling in this form	
Company name in full	Ros	se M	ledic	al Lı	mited	1		~/					Please complete in typescript or ii bold black capitals	
													All fields are mandatory unless specified or indicated by *	
2	Cha	rge	crea	atio	n da	te								
Charge creation date	⁴2	b	-	Ö	6	-	ž	ď	4		<u>k</u>			
3	Nar	Names of persons, security agents or trustees entitled to the charge												
			how t			of ea	ch of	the p	oers	ons,	security agents or trustees			
Name	нѕ	BC I	BAN	K PL	.C									
Name														
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		If there are more than four names, please supply any four of these names then tick the statement below I confirm that there are more than four persons, security agents or												
					tled t					~ r				

	MRO1 Particulars of a charge			
4	Brief description			
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number plots of land, aircraft and/or ships you should simply describe some		
Brief description	A legal mortgage over the leasehold property known as Suburb Pharmacy, 390 Hollins Road, Oldham, Lancashire demised by a lease dated 20 June 2016 made between Co-Operative Group Estate Services Limited (1) Rose Medical Limited (2)	of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space		
5	Other charge or fixed security			
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box			
	☐ Yes ☑ No			
6	Floating charge			
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box Yes Continue			
	 ✓ No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? ✓ Yes 			
7	Negative Pledge	·		
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box Yes			
	□ No			
8	Trustee statement O			
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	• This statement may be filed after the registration of the charge (use form MR06)		
9	Signature	· · · · · · · · · · · · · · · · · · ·		
	Please sign the form here			
Signature	× mone faminances x			
	This form must be signed by a person with an interest in the charge			

MR01

Particulars of a 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 The contact information you give will be visible to searchers of the public record. Rachel McIlroy Turner Parkinson LLP Hollins Chambers 64a Bridge Street Manchester County/Region Postcode М Country 14373 Manchester 0161 833 1212 Certificate We will send your certificate to the presenter's address you have left the presenter's information blank Checklist

if given above or to the company's Registered Office if

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6449864

Charge code: 0644 9864 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2016 and created by ROSE MEDICAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2016.



Given at Companies House, Cardiff on 27th June 2016





Checker's Initial

HSBC Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official

HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.

If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities

The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf

This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future

This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage

We hereby certify this to be a true and complete serve of the original.

Signature !

Date 2016/16

For and on behalf of Turner Parkinson LLP Solicitors Hollins Chambers 64a Bridge Street Manchester M3 38A

Direct Legal Mortgage A1dco

THIS LEGAL MORTGAGE dated the thousand and

20

day of June

two

BETWEEN

Mortgagor Rose Medical Limited Number 06449864 ("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt The Property and other assets and the Debt are described and defined below and in the Conditions

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

(a) the Property: Leasehold property known as Suburb Pharmacy 390 Hollins Road Oldham
Lancashire demised by a lease ditted 20 mme 2016 Made tetulen Co-operative
bregistered at H.M. Land Registry with title number: 3 Crowp Estate Semclo Limited (1) Rose Medical

(b) Limited (2)

(b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,

(c) any shares or membership rights mentioned in paragraph 3 of the Conditions,

(d) any goodwill of any business from time to time carried on at the Property,

(e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and

(f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt")

This includes, but is not limited to

- (a) overdrafts, personal and other loans or facilities and further advances of money,
- (b) guarantees and indemnities to the Bank and any of your contingent liabilities,

(c) discount, commission and other lawful charges and expenses,

(d) Interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement,

(e) money agreed to be paid by you under paragraph 24 of the Conditions

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between Borrower and the Bank

Form of Charge Filed at H M Land Registry under reference MD618J

3. Restriction

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above,

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of the HSBC Bank plc referred to in the Charges Register"

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE

Signed as deed by Rose	e Medical Limited ac	ting by				
Signature		Director				
Name in full	(Block letters)	_	(For use by a Company without a Common Seal)			
Signature		_Director/Secretary				
Name in full	(Block letters)	-				
Signed as deed by Rose		ting by				
Signature har	& Wefer	Director				
Name in full M	ARTIN MOLYNE (Block letters)	TH.	(For use where one director is authorised to sign)			
In the presence of Signature of witness	The state of the s	Witness				
Full name of witness	(Block letters)	ی				
Address HOLLING CHAMBERS, 644 BRIDGE ST, M. 3 340						
Occupation SOLIC	.ITOP.					
For and on behalf of HSBC Bank pic						
						