



Particulars of a mortgage or charge

610 362 | 26
395

03493522

26.3

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee charges to the Chargees
- 1 1 By way of fixed charge.-
- (a) all estates or interests in any freehold and leasehold property, all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting the same, (and, all freehold and leasehold property in England and Wales now vested in the Company by way of first legal mortgage) ,
- (b) all plant, machinery, vehicles, computer and office and other equipment and the benefit of all contracts and warranties relating to the same,
- (see cont sheet)

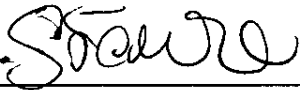
Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed



Date 13 05 2008

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~] †

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

† delete as
appropriate

Notes

- 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**

CHFP025

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

03493522

Name of Company

Bugbrooke Pharmacy

Limited*

* delete if
inappropriate

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

DEBENTURE

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

Please do not
write in this
binding margin

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

Please do not
write in this
• binding margin

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

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

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

- (c) all stocks, shares, bonds and securities noted debentures and loan capital of any kind whatsoever whether marketable or otherwise and all other interests in any person, including 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 accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise,
- (d) all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account with any person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any encumbrances, collateral instruments and any other rights relating thereto,
- (e) all monies from time to time payable to the Company under or pursuant to the insurances including without limitation the refund of any premiums,
- (f) all the Company's right, title, benefit and interest in and to any NHS Dispensing Contract between the Company and any relevant person, and
- (g) all goodwill and uncalled capital of the Company

2 By way of floating charge as a continuing security for the payment and discharge of the secured obligations its undertaking and all its property, assets and rights both present and future, other than any property or assets from time to time of the Company present and future, other than any of property or assets charged by way of legal mortgage or fixed charge under the debenture or otherwise ,

Note 1 The debenture contains covenants by the Company with the Chargees -

- (a) Not without the previous consent in writing of the Chargees to create or permit to arise any encumbrances affecting the charged assets or any part thereof or to release, set-off or compound or deal with the debts otherwise than in accordance with the debenture,
- (b) Not without the previous consent in writing of the Chargees to dispose of the charged assets or any part of them or agree to do so except in the case of stock-in-trade which may be sold at full market value in the ordinary course of business, and
- (c) Other floating charge assets which may subject to the other provisions of the debenture be disposed of in the ordinary course of business

Note 2 The debenture gives the Chargees power to appoint an Administrator



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3493522
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 MAY 2008
AND CREATED BY BUGBROOKE PHARMACY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO AAH PHARMACEUTICALS LIMITED AND
BARCLAY PHARMACEUTICALS LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 14 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES