

013630/26
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 Scc company. To do this, please use form MG01s

TUESDAY



A05 *ALOWKWJE* 274
 09/08/2011
 COMPANIES HOUSE

1 Company details

Company number: 0 6 8 8 9 8 0 9

Company name in full: APM HEALTHCARE LIMITED (the "Company")

For official use

Filing 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: 0 1 / 0 8 / 2 0 1 1

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 dated 1 August 2011 (the "Deed") between (1) the Company, (2) Community Pharmacies (UK) Limited (company number 06912826) and (3) Beringea LLP (number OC342919) with registered address at 39 Earlham Street, London WC2H 9LT as security trustee for the Noteholders ("Security Trustee")

4 Amount secured

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

Amount secured: All monies and liabilities at the date of the Deed or after the date of the Deed due, owing or incurred by the Company to the Security Trustee and the Noteholders (or any of them) in any manner under the Noteholder Documents (including without limitation monies and liabilities owing or incurred under the Noteholder Documents (or any of them)) and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses properly incurred by the Security Trustee or any Noteholder in connection with any of the Noteholder Documents except for any obligation which, if it

see continuation 1, part 4

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

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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	BERINGEA LLP (OC342919)
Address	(as security trustee for the Noteholders) 39 Earlham Street, London
Postcode	W C 2 H 9 L T
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

All Security created by the Company under clauses 3 2 to 3 5 (inclusive) of the Deed (as described in paragraphs 1 to 4 (inclusive) below) is

(a) a continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee,

(c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Secured Asset, and

(d) granted in favour of the Security Trustee as security trustee for the Noteholders

1 First legal mortgages

The Company charged by way of first legal mortgage all interests and estates in freehold, leasehold or commonhold property and, in each case, all Premises and Fixtures on such property for the time being

2 Assignments

The Company assigned the Relevant Policies but shall remain liable to perform all its obligations under the Relevant Policies

see continuation 1, part 6

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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

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 870)

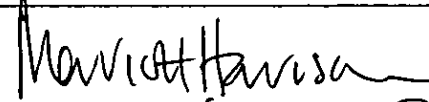
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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
for the Security Trustee

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

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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

Company name
MARRIOTT HARRISON

Address
STAPLE COURT

11 STAPLE INN BUILDINGS

LONDON

Post town

County/Region

Postcode

W	C	1	V	7	Q	H
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Country

DX CHANCERY LANE - 0001

Telephone
0207 209 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



4

Amount secured

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

Amount secured

were so included, would constitute unlawful financial assistance under section 678 of the Companies Act 2006, or its equivalent in any other jurisdiction (the "Secured Obligations")

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 First fixed charges

The Company charged by way of first fixed charge:

3.1 1 to the extent that any legal mortgage in clause 3 2 of the Deed (as described in paragraph 1 above) or any assignment in clause 3 3 of the Deed (as described in paragraph 2 above) is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause,

3 1 2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,

3 1 3 the benefit of all other agreements, instruments and rights relating to its Secured Property,

3 1 4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together "Chattels") present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,

3.1 5 the Investments together with all Related Rights,

3 1.6 all book and other debts due to the Company and their proceeds (both collected and uncollected) (together the "Debts"), and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of monies and all rights to enforce the Debts (or any of them),

3 1 7 all monies from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person (each an "Account"),

3 1 8 all its Intellectual Property,

3 1 9 all its goodwill and uncalled capital; and

3.1 10 the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them

4 Floating charge

The Company charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage, fixed charge or assigned under clauses 3 2, 3 3 or 3 4 of the Deed (as described in paragraphs 1, 2 and 3 above)

see continuation 2, part 6

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

5 Qualifying floating charge

The Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Deed.

6 Conversion of floating charge to a fixed charge

The Security Trustee may, at any time by notice in writing to the Company, convert the floating charge created under clause 3 5 of the Deed (as described in paragraph 4 above) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if.

6 1 1 an Event of Default is continuing, or

6 1 2 in the opinion of the Security Trustee (acting reasonably) that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

7 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of the Deed) .

7 1 1 the Company creates or attempts to create any Security over any of its Floating Charge Assets;

7 1 2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or

7 1 3 any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company,

the floating charge created by the Deed will automatically and immediately, without notice, be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8 3 of the Deed (as described in paragraph 7.1 3 above), over all of the Floating Charge Assets

8 Continuing security

The Security constituted by the Deed is continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Company or any other person of the whole or any part of the Secured Obligations

see continuation 3, part 6

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

9 Recourse

The Security constituted by the Deed

9 1 1 is in addition to any other Security which any Noteholder may hold at any time for the Secured Obligations (or any of them), and

9 1 2 may be enforced without first having recourse to any other rights of any Noteholder

10 Negative pledge

10 1 The Company shall not create or permit to subsist any Security over any of its assets (other than the Permitted Security)

10.2 The Company shall not

10 2 1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it,

10 2 2 sell, transfer or otherwise dispose of any of its receivables on recourse terms,

10 2 3 enter into any arrangement under which monies or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

10 2 4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset

10 3 Clauses 5 1 and 5 2 of the Deed (as described in paragraphs 10 1 and 10 2 above) do not apply to any Security or arrangement which is Permitted Security

11 Restrictions on disposals

11 1 The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets charged or assigned by clause 3 2 of the Deed (as described in paragraph 1 above) (First legal mortgages), clause 3 3 of the Deed (as described in paragraph 2 above) (Assignments), clauses 3 4 1 to 3 4 6 (inclusive) of the Deed (as described in paragraphs 3 1 1 to 3 1 6 (inclusive) above) and clauses 3 4 8 to 3 4 10 (inclusive) of the Deed (as described in paragraphs 3 1 8 to 3 1 10 (inclusive) above) and, following crystallisation of the floating charge created by clause 3 5 of the Deed (as described in paragraph 4 above) (Floating charge), the Secured Assets charged by clause 3 5 of the Deed (as described in paragraph 4 above) (Floating charge), without the prior written consent of the Security Trustee

see continuation 4, part 6

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

11 2 The Company shall not dispose of any of the Secured Assets charged by clause 3.5 of the Deed (as described in paragraph 4 above) (Floating charge) other than in the ordinary course of, and for the purposes of, its trade while the floating charge remains uncrystallised

11 3 Prior to the occurrence of an Event of Default which is continuing, the Company shall not dispose of any of the Secured Assets charged by clause 3 4.7 of the Deed (as described in paragraph 3 1 7 above) (First fixed charges) other than in the ordinary course of, and for the purposes of, its trade Following the occurrence of an Event of Default which is continuing, the Company shall not dispose of any of the Secured Assets charged by clause 3 4 7 of the Deed (as described in paragraph 3 1 7 above) (First fixed charges) without the prior written consent of the Security Trustee

12 Further assurance

12 1 The Company shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s).

12.1 1 to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Security Trustee or the Noteholders provided by or pursuant to the Deed or by law,

12.1 2 to confer on the Security Trustee or confer on the Noteholders Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed, and/or

12 1 3 (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Deed

12 2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Noteholders by or pursuant to the Deed

12 3 Any document required to be executed by the Company under clause 7 of the Deed (as described in this paragraph 12) will be prepared at the cost of the Company

13 General

The Company shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Noteholders of the Security created by or under the Deed
see continuation 5, part 6

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

14 Enforcement of security

14 1 When security is enforceable

On the occurrence of any Event of Default which is continuing, the Security created by and under the Deed is immediately enforceable

14 2 Acts of enforcement

The Security Trustee may, at its absolute discretion, at any time after the Security created by or under the Deed becomes enforceable

14 2 1 enforce all or any part of the Security created by or under the Deed in any manner it sees fit,

14 2 2 exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by the Deed, and rights and powers conferred on a Receiver by the Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets,

14 2.3 appoint one or more qualified persons (as defined in clause 15 1 2 of the Deed (as described in paragraph 15 1.2 below) (Appointment of Receiver)) to be a Receiver to all or any part of the Secured Assets,

14.2 4 appoint an administrator in respect of the Company, and take any steps to do so,

14 2 5 exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by the Deed), or

14 2 6 if permitted by law, appoint an administrative receiver in respect of the Company

14 3 Statutory powers - general

14 3 1 For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of the Deed

14 3 2 Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under the Deed

14 3 3 The statutory powers of leasing conferred on the Security Trustee are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925, the Security Trustee is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit

see continuation 6, part 6

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

14 3 4 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers when such Receivers have been duly appointed under the relevant Act

15 Receiver

15 1 Appointment of Receiver

15 1 1

(a) At any time after any Security created by or under the Deed is enforceable the Security Trustee may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 14 2.3 of the Deed (as described in paragraph 14 2 3 above) (Acts of enforcement)

(b) At any time, if so requested in writing by the Company, without further notice, the Security Trustee may appoint one or more qualified persons to be a Receiver to all or any part of the Secured Assets, as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925

15 1.2 In the Deed "**qualified person**" means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed

16 Subsequent Security

If the Security Trustee or any Noteholder receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Company in its books If it does not do so then, unless it gives express written notice to the contrary to the Company, as from the time of receipt of such notice by the Security Trustee, all payments made by the Company to the Security Trustee or to any other Noteholder shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Obligations

17 Set-off

A Noteholder may, set off any matured obligation due from the Company (to the extent beneficially owned by that Noteholder) against any matured obligation owed by that Noteholder to the Company, regardless of the place of payment, booking branch or currency of either obligation If the obligations are in different currencies, the Noteholder may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

see continuation 7, part 6

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

In this Form MG01, the following terms have the following meanings:

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"**Chargors**" means the Company and CPL and "**Chargor**" means any of them,

"**CPL**" means Community Pharmacies (UK) Limited (company number 06912826),

"**Event of Default**" has the meaning given to that term in the Loan Note Instrument,

"**Fixtures**" means in respect of any Secured Property all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at the date of the Deed or at any time after the date of the Deed on that Secured Property,

"**Floating Charge Assets**" means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 of the Deed (as described in paragraph 4 above) (Floating charge),

"**Guarantee**" means the guarantee and indemnity deed dated on or about the date of the Deed between the Chargors and the Security Trustee (as may be varied or supplemented from time to time),

"**Insurance Policies**" means, in respect of the Company all policies of insurance present and future in which it has an interest,

"**Intellectual Property**" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered and the benefit of all applications and rights to use such assets of the Company,

"**Investments**" means any shares, stocks, debenture security, securities, bonds and investments of any type whatever (including the Subsidiary Shares) including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered held by the Company or by a trustee or clearance system or nominee;

"**Loan Note Instrument**" means the deed of the Company executed by the Company on or about the date of the Deed constituting the Loan Notes,

"**Loan Notes**" means Secured Fixed Rate Loan Notes 2016 of the Company constituted by the Loan Note Instrument,

see continuation 8, part 6

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Noteholder Documents" means the Loan Note Instrument, the Loan Notes, the Guarantee, the Deed and any other document under which amounts are due and owing or capable of becoming due and owing from any Chargor to the Security Trustee or the Noteholders (or any of them) from time to time,

"Noteholders" means the person(s) for the time being a registered holder of Loan Notes and/or entered in the register of noteholders of the Company as the holders of any Loan Notes and **"Noteholder"** shall mean any of them,

"Permitted Security" means

- (a) any Security created under the Deed,
- (b) any Security created with the prior written consent of the Security Trustee, and
- (c) the Security granted by CPL under the terms of a debenture dated 1 October 2009,
- (d) the Security granted by CPL under the terms of a legal charge dated 21 October 2009,
- (e) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Chargor,

"Premises" means any building on a Secured Property,

"Receiver" means any receiver, manager or administrative receiver appointed by the Security Trustee in respect of the Company or any of the Secured Assets;

"Related Rights" means, in respect of any Investment

- (a) all monies paid or payable in respect of that Investment (whether as income, capital or otherwise),
- (b) all shares, investments or other assets derived from that Investment, and
- (c) all rights derived from or incidental to that Investment,

"Relevant Policies" means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies,

"Secured Assets" means, in respect of the Company, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Security Trustee,

see continuation 9, part 6

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Secured Property" means at any time all freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Deed,

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

"Subsidiary Shares" means all shares present and future held by the Company in its Subsidiaries including, without limitation, the shares held by the Company in CPL



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

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

**COMPANY NO. 6889809
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 AUGUST
2011 AND CREATED BY APM HEALTHCARE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BERINGEA LLP (AS SECURITY TRUSTEE FOR
THE NOTEHOLDERS) AND THE NOTEHOLDERS (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER 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 9
AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2011

