

M

COMPANIES FORM No 395

12 34 33 13

Particulars of a mortgage or charge

395

CHFP000

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

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For Official use

Company Number

00928555

Name of Company

*insert full name of company

Boots UK Limited (the "Company")

Date of creation of the charge

21 December 2007

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

A charge over receivables dated 21 December 2007 between the Company and Deutsche Bank AG, London Branch (the "Security Agent") (the "Security Document")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Deutsche Bank AG, London Branch

1 Great Winchester Street, London

Postcode

EC2N 2DB

Presentor's name address and reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000

Ref B Tomlinson

Time critical reference

For official Use
Mortgage Section

TUESDAY



LD3 08/01/2008
COMPANIES HOUSE

59

(PLEASE SEE ATTACHED CONTINUATION 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)

Nil

Signed

Linklaters LLP

Date 7 January 2008



On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Note

[†] 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 situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, e.g. "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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Name of Company

Boots UK Limited

Company Number

00928555

Amount secured by the mortgage or charge

"Secured Obligations" which is defined in the Security Document as

- T
10.
- (a) in relation to a Charging Company, all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by that Charging Company or some other person) of that Charging Company to any of the Finance Parties under or in connection with each and any of the Finance Documents as well as any obligations arising out of, under or in connection with any guarantee given by that Charging Company under any of the Finance Documents as amended, increased, varied, novated or changed in any other way in accordance with the Finance Documents,
 - (b) the Specified Contribution Claim, and
 - (c) Secured Pension Claims,

provided that the Security constituted by the Security Document shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law

Short particulars of all the property mortgaged or charged**1 Fixed Charge**

Subject to clause 3.2 (*Excluded Assets*) of the Security Document, each Charging Company charges with full title guarantee in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to all Charged NHS Claims and all Related Rights

95.

2 Excluded Assets

Unless otherwise expressly agreed in writing by the relevant Charging Company after the date on which it becomes a party to the Security Document, there shall be excluded from the Security created by clause 3 of the Security Document and from the operation of any further assurance provisions contained in the Finance Documents

- 4.1 any asset which a Charging Company is prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Charging Company is precluded from creating Security on or over without the prior consent of a third party),
- 4.2 any asset which, if subject to any such Security, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of a Charging Company in respect of that asset or undertaking, and
- 4.3 any asset situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for any director or officer of any Charging Company or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer)

Note (1) In this Form, except to the extent that the context requires otherwise

"Boots Trustee" has the meaning given to it in Schedule 8 (*Secured Pension Claims*) to the Intercreditor Deed

"Charged NHS Claims" means all NHS Claims other than the Excluded NHS Claims

"Charging Companies" means the Initial Charging Companies and any other person which accedes to the terms of the Security Document pursuant to the terms of a duly executed Deed of Accession, including the Company (each a "Charging Company")

"Deed of Accession" means a deed of accession in substantially the form set out at Schedule 2 (*Deed of Accession*) to the Security Document or in such other form as may be agreed by the Security Agent and the relevant Charging Company

"Excluded NHS Claims" means any NHS Claims agreed in writing by the Boots Trustee and the Charging Companies from time to time and notified to the Security Agent accordingly

"Finance Documents" means the Senior Finance Documents and the Subordinated Finance Documents

"Finance Parties" means the Senior Finance Parties and the Subordinated Finance Parties

"Initial Charging Companies" means the companies listed in Schedule 1 (*Initial Charging Companies*) to the Security Document

Short particulars of all the property mortgaged or charged

"Intercreditor Deed" means the intercreditor deed dated 5 July 2007 between, amongst others, the parties to the Senior Facilities Agreement, the parties to the Subordinated Facility Agreement and AB Acquisitions UK Topco 1 Limited

"NHS Claims" means any book and other debts and monetary claims owing to a Charging Company by any part of the NHS (including, without limitation, the Prescription Pricing Authority of England and Wales, the Practitioner Services (Pharmacy) National Services of Scotland and the Central Service Agency of Northern Ireland) and any proceeds of such debts and claims now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind) including claims or sums of money deriving from any court order or judgment and any contract or agreement to which a Charging Company is a party

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Creditor" means a Senior Creditor, a Hedging Counterparty and/or a Subordinated Creditor (each as defined in the Intercreditor Deed), as the context requires

"Secured Parties" means a Secured Creditor and/or a Secured Pension Scheme, as the context requires

"Secured Pension Claims" has the meaning given to it in Schedule 8 (*Secured Pension Claims*) to the Intercreditor Deed

"Secured Pension Scheme" has the meaning given to it in Schedule 8 (*Secured Pension Claims*) to the Intercreditor Deed

"Security" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment, reservation of title or other security interest and any other agreement entered into for the purpose and having the commercial effect of conferring security

"Senior Facilities Agreement" means the £8,270,000,000 senior facilities agreement dated 5 July 2007 between, amongst others, AB Acquisitions Limited and AB Acquisitions French Holdco SAS as borrowers and guarantors, AB Acquisitions UK Topco 2 Limited, AB Acquisitions UK Holdco 1 Limited, AB Acquisitions UK Holdco 2 Limited, AB Acquisitions Luxco 3 S à r l and AB Acquisitions Luxco 3A S à r l as guarantors and the financial institutions named therein as original lenders

"Senior Finance Documents" means each of the Finance Documents as defined in the Senior Facilities Agreement

"Senior Finance Parties" means each of the Finance Parties as defined in the Senior Facilities Agreement

"Specified Contribution Claim" has the meaning given to it in Schedule 8 (*Secured Pension Claims*) to the Intercreditor Deed

"Subordinated Facility Agreement" means the £750,000,000 facility agreement dated 5 July 2007 between, amongst others, AB Acquisitions Limited as borrower and guarantor, AB Acquisitions French Holdco SAS, AB Acquisitions UK Topco 2 Limited, AB Acquisitions UK Holdco 1 Limited, AB Acquisitions

Name of Company

Boots UK Limited

Company Number

00928555

Short particulars of all the property mortgaged or charged

UK Holdco 2 Limited, AB Acquisitions Luxco 3 S à r l and AB Acquisitions Luxco 3A S à r l as guarantors and the financial institutions named therein as original lenders

"Subordinated Finance Documents" means each of the Finance Documents as defined in the Subordinated Facility Agreement

"Subordinated Finance Parties" means each of the Finance Parties as defined in the Subordinated Facility Agreement

Annex 1: Real Property

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00928555

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER RECEIVABLES DATED THE 21st DECEMBER 2007 AND CREATED BY BOOTS UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM A CHARGING COMPANY TO ANY OF THE FINANCE PARTIES 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 8th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2008

A handwritten signature in black ink, appearing to be 'JL' or similar, located in the lower left quadrant of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES