

MG01

Particulars of a mortgage or charge

149278

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LASERFORM

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 Scottish
company. To do this, please use
form MG01s

SATURDAY



A05

AQ2QNKE

29/05/2010

151

COMPANIES HOUSE

1

Company details

Company number

0 1 0 7 3 1 6 9

Company name in full

MARTINDALE PHARMACEUTICALS LIMITED (the "Pledgor")

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

d1 d2 m0 m5 y2 y0 y1 y0

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

SHARE PLEDGE AGREEMENT (the "Agreement")

4

Amount secured

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

Amount secured

Any and all present, future, actual and contingent obligations which are owed or
become owing by any of the Obligors to the Pledgee or any successor or assign of
the Pledgee (irrespective of whether the rights related to such obligations have been
acquired as a result of an assignment of rights (*Abtretung*), an assumption of rights
and obligations under a contract (*Vertragsübernahme*) or otherwise), as far as such
obligations result or may result in the future

(i) from the Finance Documents,

continued on the continuation page

Continuation page

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

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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 HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Address 8 CANADA SQUARE, LONDON

Postcode E 1 4 5 H Q

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

1. PLEDGE

(a) The Pledgor is shareholder of Martindale Pharma GmbH, a limited liability company incorporated under the laws of Germany, having its registered office at Ernst Robert Curtius Straße 39, D-53117 Bonn, Germany, and registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Bonn under registration no HRB 15768 (referred to as the "**Company**") The share capital of the Company amounts to €25,000 Two shares each in the nominal amount of €8,750 in the Company are held by the Pledgor Another share in the nominal amount of €3,750 in the Company is held by Dr Frank Ullrich, born 22 April 1956, resident Königsberger Straße 28, D-61184 Karben, Germany Another share in the nominal amount of €3,750 in the Company is held by Ms Ruth Gebhardt, born 28 April 1946, resident Jagdweg 6, D-53115 Bonn, Germany

(b) The Pledgor granted to the Pledgee a first priority ranking pledge (*Pfandrecht*) over

(i) all of its shares in the Company (the "**Shares**"), and

(ii) all additional future shares in the Company the Pledgor may acquire after the notarisation of the Agreement in the event of any increase of the stated share capital of the Company, a share transfer or otherwise (the "**Future Shares**")

continued on the continuation page

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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

N/A

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 866)

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 870) 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 DLA Piper UK LLP X

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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Shares and the Future Shares together with all ancillary rights and claims referred to under clause 2 (<i>Dividends</i>) and clause 3 (<i>Profit Rights</i>) of the Agreement are collectively referred to as the "Pledged Shares"</p> <p>The Pledgee accepted these pledges</p> <p>(c) For the avoidance of doubt, the parties agree that nothing shall prevent the Pledged Shares or a part thereof from being transferred by operation of law to any successor or assign of all or part of the rights related to the Secured Obligations (as defined in clause 4 (<i>Security Purpose</i>) of the Agreement), irrespective of whether the right related to the Secured Obligations have been acquired as a result of an assignment of rights (<i>Abtretung</i>), an assumption of rights and obligations under a contract (<i>Vertragsubernahme</i>) or otherwise</p> <p>2. DIVIDENDS</p> <p>(a) The pledges constituted by the Agreement include all present and future rights associated with the Pledged Shares, this includes in particular</p> <p>(i) dividends, if any, payable on the Pledged Shares,</p> <p>(ii) liquidation proceeds, consideration for redemption (<i>Einziehungsentgelt</i>), repaid capital in case of a capital decrease, any compensation in case of termination (<i>Kündigung</i>), exclusion (<i>Ausschluss</i>) and/or withdrawal (<i>Austritt</i>) of a shareholder of the Company, the surplus in case of surrender (<i>Preisgabe</i>) and all other pecuniary claims associated with the Pledged Shares, and</p> <p>(iii) any other substitute received by the Pledgor in lieu of the Pledged Shares</p> <p>(b) Notwithstanding that the dividends are pledged under the Agreement, the Pledgor shall always be entitled to receive and retain all dividend payments in respect of the Pledged Shares until enforcement of the pledge pursuant to clause 6 (<i>Enforcement of Pledge</i>) of the Agreement</p> <p>3. PROFIT RIGHTS</p> <p>(a) The pledges constituted by the Agreement include any and all of the present and future rights and claims which the Pledgor currently has and/or which it will in the future acquire or otherwise be entitled to pursuant to or in connection with a profit and loss pooling agreement (<i>Gewinnabführungsvertrag</i>) against the Company (the "Profit Rights")</p> <p>(b) Notwithstanding that the Profit Rights are pledged under the Agreement, the Pledgor shall always be entitled to receive and retain all payments in connection with the Profit Rights until enforcement of the pledge pursuant to clause 6 (<i>Enforcement of Pledge</i>) of the Agreement</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4. DURATION AND INDEPENDENCE

The Agreement shall remain in full force and effect until the full and complete payment and discharge of the Secured Obligations. The pledge shall not cease to exist, if any payments made in satisfaction of the Secured Obligations have only temporarily discharged the Secured Obligations. The Agreement shall create a continuing security and no change or amendment whatsoever to the Facilities Agreement or to any document or agreement relating thereto shall affect the validity or the scope of the Agreement or the obligations which are imposed on the Pledgor pursuant to it. The Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgee with respect to any of the Secured Obligations. None of such other security interest shall prejudice, or shall be prejudiced by, or shall be merged in any way with the Agreement.

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(ii) from any future financing arrangement made, inter alia, among the Pledgee and the Pledgor by which any of the Finance Documents are or will become amended, modified, rescheduled or replaced,</p> <p>(iii) from the Intercreditor Agreement including the obligations arising under the Parallel Debt</p> <p>(collectively referred to as the "Secured Obligations")</p> <p>The Secured Obligations shall include in particular any claims for the payment of principal, interest, costs, fees, expenses, indemnity claims or damages based on contract, unjust enrichment (<i>ungerechtfertigte Bereicherung</i>) or tort (<i>Delikt</i>), as well as any claims arising from the insolvency administrator's choice to fulfil mutual agreements according to Section 103 German insolvency code (<i>Insolvenzordnung</i>)</p> <p>Section 1210 para 1 sentence 2 German Civil Code (<i>Bürgerliches Gesetzbuch</i>) is excluded</p> <p>NOTE.</p> <p>In this form:</p> <p>"Facilities Agreement" means a senior Sterling term and multicurrency revolving facilities agreement dated 12 May 2010 (as amended, modified or supplemented from time to time) made between Bolt Mezzanine Limited as company and original borrower and any borrower which may accede to the Facilities Agreement as borrower (together the "Borrowers") and the Borrowers and Aurum Pharmaceuticals Limited, Macarthy Limited, Macarthys Laboratories Limited, the Pledgor, Cardinal Health UK 434 Limited, Eldon Laboratories Limited and Martindale Pharma GmbH and any guarantor which may accede to the Facilities Agreement as guarantor (together the "Guarantors", the Borrowers and the Guarantors together the "Obligors") and Clydesdale Bank plc, HSBC Bank plc, Investec Bank plc and the Royal Bank of Scotland plc as arrangers and original lenders, HSBC Bank plc as agent and the Pledgee as security agent and any lender which may accede to the Facilities Agreement as lender (together the "Finance Parties"), Clydesdale Bank plc, HSBC Bank plc, Investec Bank plc and the Royal Bank of Scotland plc have agreed to provide several loan facilities to the Borrowers up to the following amounts £31,250,000, £31,250,000, €3,500,000 and £5,000,000,</p> <p>"Finance Documents" means the Facilities Agreement and the Intercreditor Agreement,</p> <p>"Intercreditor Agreement" means the intercreditor agreement to be entered into on or around the Closing Date and made between Bondco, the other Obligors, HSBC Bank plc as Security Agent, HSBC Bank plc as Agent, the Arrangers, the Lenders, the Hedge Counterparties, (as defined in the</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Intercreditor Agreement) and certain others,</p> <p>"Obligor" means a Borrower or a Guarantor (each as defined in the Facilities Agreement),</p> <p>"Parallel Debt" means the terms of the Intercreditor Agreement provide for a separate and independent obligation of any of the Obligors to pay to the Pledgee (acting as security agent under the Facilities Agreement) an amount which will be equal at any time to the aggregate of all amounts owed at the time by that obligor under the Facilities Agreement or certain related documents to the Finance Parties and to certain other parties to that agreement,</p> <p>"Pledgee" means HSBC Corporate Trustee Company (UK) Limited</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1073169
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
EXECUTED OUTSIDE THE UNITED KINGDOM OVER PROPERTY
SITUATED THERE DATED 12 MAY 2010 AND CREATED BY
MARTINDALE PHARMACEUTICALS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY OF THE
OBLIGORS TO THE PLEDGEE OR ANY SUCCESSOR OR ASSIGN
OF THE PLEDGEE 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 29 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2010



Companies House
— for the record —

*DP
JA*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES