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COMPANIES FORM No 395

12345678910111213

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

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

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

02517178

Name of Company

*insert full name of
company

Alliance UniChem 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 deed of accession dated 21 December 2007 between the Company and Deutsche Bank AG, London Branch (the "Security Agent") (the "Deed of Accession") to a debenture dated 5 July 2007 which was made between, inter alios, AB Acquisitions Limited and 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 **Please return**
One Silk Street **via**
London EC2Y 8HQ **London Courier**
Tel 020 7456 2000

Ref B Tomlinson

Time critical reference

For official Use
Mortgage Section

TUESDAY



LTTV0W64

LD3

08/01/2008

46

COMPANIES HOUSE

(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

L. Waters up

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 -

Companies House, Crown Way, Cardiff CF4 3UZ

Name of Company

Alliance UniChem Limited

Company Number

02517178

Amount secured by the mortgage or charge

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

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VO.
- (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, and
 - (b) the 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 Charges

1.1 Subject to clause 3 4 (*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

(a) in the case of freehold property in England and Wales vested in a Charging Company at the date on which it becomes a party to the Security Document, first legal mortgage, and

(b) in the case of any other Real Property, first fixed equitable charge,

all that Charging Company's right, title and interest from time to time in and to any Real Property

1.2 Subject to clause 3 4 (*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 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

(a) any Tangible Moveable Property,

(b) any Accounts,

(c) any Intellectual Property,

(d) any goodwill and rights in relation to the uncalled capital of that Charging Company,

(e) the Investments, and

(f) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Security Document

2 Assignments

Subject to clause 3 4 (*Excluded Assets*) of the Security Document, each Charging Company assigns and agrees to assign absolutely with full title guarantee to the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights

3 Floating Charge

3.1 Each Charging Company with full title guarantee charges in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertaking

3.2 The floating charge created by sub-clause 3 3 1 of the Security Document shall be deferred in point of priority to all fixed Security validly and effectively created by each Charging Company under the Finance Documents in favour of the Security Agent (as

Short particulars of all the property mortgaged or charged

Security Agent for itself and on behalf of the Secured Parties) as security for the Secured Obligations

- 3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 3.3 of the Security Document

4 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 or undertaking 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 or undertaking 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,
- 4.3 any asset or undertaking 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),
- 4.4 any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such Real Property shall only be excluded for so long as it remains unregistered),
- 4.5 until the First Utilisation Date
- (a) any Target Shares acquired by AB Acquisitions Limited pursuant to Market Purchases (together with any custodian or nominee accounts in which such shares may be held, any custody or other agreements entered into in connection with such purchases or shares and any other related rights and interests), and
- (b) any Account over which any Security has been granted to secure the obligations of any member of the Group in respect of any indebtedness incurred for the purpose of financing (or otherwise in connection with) Market Purchases,
- 4.6 any Account over which any Security has been granted to secure the obligations of any member of the Group in respect of any guarantee of the Loan Notes,
- 4.7 any
- (a) NHS Receivables and/or any Related Rights,
- (b) shares or other ownership interests in any special purpose vehicle holding any NHS Receivables and/or any Related Rights, and/or
- (c) Account, cash deposit and/or other amount paid into escrow (in each case together with any Related Rights),

Short particulars of all the property mortgaged or charged

over which any Security has been granted to secure the obligations of any member of the Group in respect of any Pension Scheme (including any such Security also granted for the benefit of any Finance Parties), and

- 4.8 any Account over which any Security has been granted to secure the obligations of any member of the Group in connection with any agency, distribution or other similar services provided in the ordinary course of business (including, without limitation, "direct to pharmacy" supply agreements or similar arrangements)

Note (1) The Security Document provides that

1 Crystallisation of Floating Charge

1.1 Crystallisation: By Notice

The Security Agent may at any time by notice in writing to a Charging Company convert the floating charge created by clause 3.3 (*Floating Charge*) of the Security Document with immediate effect into a fixed charge as regards any property or assets of that Charging Company specified in the notice if

- (a) an Enforcement Event has occurred and is continuing, or
- (b) those assets are in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- (c) it is necessary to do so in order to protect the priority of the Security over those assets

1.2 Crystallisation: Automatic

Notwithstanding clause 4.1 (*Crystallisation By Notice*) of the Security Document and without prejudice to any law which may have a similar effect, the floating charge created by a Charging Company will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

- (a) that Charging Company creates or attempts to create any Security (other than any Security permitted under the terms of the Senior Facilities Agreement) over any of the Charged Property, or
- (b) any person levies or attempts to levy any distress, execution or other legal process against any of the assets of that Charging Company subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge), or
- (c) that Charging Company is, or is deemed to or declared for the purposes of any applicable law to be, unable or admits inability to pay its debts as they fall, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling of any of its Financial Indebtedness

Note (2) In this Form, except to the extent that the context requires otherwise

"Account" means each current, deposit or other account opened or maintained by a Charging Company with the Security Agent or any other bank or financial institution (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights

Short particulars of all the property mortgaged or charged

"Charged Property" means all the assets and undertaking of each Charging Company which from time to time are the subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to the Security Document

"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 4 (*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

"Enforcement Event" means a Senior Enforcement Event and/or a Subordinated Enforcement Event

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

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

"Financial Indebtedness" has the meaning given to it in the Senior Facilities Agreement

"First Utilisation Date" has the meaning given to it in the Senior Facilities Agreement

"Group" has the meaning given to it in the Senior Facilities Agreement

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

"Insurance Policy" means any policy of insurance in which a Charging Company may from time to time have an interest (in each case to the extent of its interest and excluding any third party insurances)

"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, the benefit of all applications and rights to use such assets and all Related Rights

"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

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of a Charging Company (now or in the future owned by it or (to the extent of its interest) in which or in the future has an interest) or by any agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such agent, nominee, fiduciary or clearance system)

"Loan Notes" has the meaning given to it in the Senior Facilities Agreement

"Market Purchases" has the meaning given to it in the Senior Facilities Agreement

"Monetary Claims" means any book and other debts and monetary claims owing to a Charging Company and any proceeds of such debts and claims now or in the future due, owing or payable to it and the

Short particulars of all the property mortgaged or charged

benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Charging Company is a party and any other assets, property, rights or undertaking of a Charging Company)

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

"Pension Scheme" means any pension scheme operated by any member of the Group from time to time

"Real Property" means

- (a) any freehold or leasehold property (including the freehold and leasehold property in England and Wales specified in Schedule 2 to the Security Document and as listed in Annex 1 to this Form, if any), and
 - (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,
- and includes all Related Rights

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

"Secured Pensions Claims" 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 Enforcement Event" means an "Acceleration Event" as defined in the Senior Facilities Agreement

"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

Name of Company
Alliance UniChem Limited

Company Number
02517178

Short particulars of all the property mortgaged or charged

"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

"Subordinated Enforcement Event" means an "Acceleration Event" as defined in the Subordinated Facility Agreement

"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 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

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Charging Company's stock in trade or work in progress) and all Related Rights

"Target Shares" has the meaning given to it in the Senior Facilities 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 02517178

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 21st DECEMBER 2007 AND CREATED BY ALLIANCE UNICHEM 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 'JH' or similar, written vertically.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES