

MG02

Statement of satisfaction in full or in part of mortgage or charge



✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

✗ **What this form is NOT**
You cannot use this form
a statement of satisfactio
or in part of a fixed charg
company registered in S
do this, please use form

TUESDAY



LFDWRPC1

LD5

23/11/2010

127

COMPANIES HOUSE

1 Company details

Company number 0 0 0 7 9 5 8 5

Company name in full Actavis UK Limited

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 Creation of charge

Date charge created 3 0 0 4 2 0 0 9

Description ① A debenture dated 30 April 2009 between Actavis UK
Limited and Deutsche Bank AG, London Branch

Date of registration ② 1 5 0 5 2 0 0 9

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Deutsche Bank AG, London Branch

Address Winchester House, 1 Great Winchester Street
London

Postcode EC 2 N 2 D B

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4 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

Account numbered 62334013 held by Actavis UK Limited with DnBNOR Bank ASA, London Branch, assigned absolutely to Deutsche Bank AG, London Branch as trustee for the Secured Parties (the "Security Agent")

Unless defined elsewhere in this form MG02, please see this continuation page to Section 4 (Short particulars of all the property mortgaged or charged) of this form MG02 for the defined terms which are used throughout this form MG02 (including in this continuation page)

In this form MG02

"Intercreditor Deed" means the intercreditor deed dated 14 September 2007, as amended and restated by a deed of amendment and restatement dated 5 November 2007, a deed of amendment and restatement dated 14 March 2008, a deed of amendment and restatement dated 11 April 2008, a deed of amendment and restatement dated 20 September 2008, a deed of amendment and restatement dated 30 April 2009 and a deed of amendment dated 7 May 2010 and made between, amongst others, Actavis Pharma Holding 4 ehf, the other Obligors (as defined therein) and Deutsche Bank AG, London Branch

"Secured Parties" means the Security Agent, the Facility Agent, each Lender, each Hedging Counterparty, the Issuing Bank and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreements and each Senior Facility Party and Mezzanine Facility Party (each capitalised term not otherwise defined in this form MG02 as defined in the Intercreditor Deed)

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☐ In full

☒ In part

① Please tick one box only**6 Signature**

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

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

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name **Marrie den Breems**Company name **Clifford Chance LLP**Address **Via CH London Counter****10 Upper Bank Street**Post town **London**

County/Region

Postcode **E 1 4 5 J J**Country **United Kingdom**DX **149120** **Canary Wharf 3**Telephone **020 7006 1000****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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**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

DEED OF RELEASE OF PART

This **Deed of Release** is made on 15 November 2010 between

- (1) ACTAVIS UK LTD , a company incorporated in England and Wales (Registered No 00079585) having its registered office at Whiddon Valley, Barnstaple, Devon, EX32 8NS (the "**Company**"), and
- (2) DEUTSCHE BANK AG, London Branch as trustee for the Secured Parties (the "**Security Agent**", which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties)

Background

- (A) By a debenture dated 30 April 2009 (the "**Security Document**") between the Company and the Security Agent, the Company created certain security in favour of the Security Agent, including an assignment of the account numbered 62334013 held by the Company with DnBNOR Bank ASA, London Branch (the "**Account**")
- (B) The Company wishes to close the Account and transfer all the amounts in the Account into the Company's Euro account held with DnBNor ASA, Hamburg Branch with account number 60066008, and therefore has requested that the Security Agent consents to the closure of the Account, re-assigns the Account to the Company and releases the security over the Account

Definitions

In this Deed of Release the following terms have the meanings given to them in this section

"**Intercreditor Deed**" means the intercreditor deed dated 14 September 2007, as amended and restated by a deed of amendment and restatement dated 5 November 2007, a deed of amendment and restatement dated 14 March 2008, a deed of amendment and restatement dated 11 April 2008, a deed of amendment and restatement dated 20 September 2008, a deed of amendment and restatement dated 30 April 2009 and a deed of amendment dated 7 May 2010 and made between, amongst others, Actavis Pharma Holding 4 ehf, the other Obligors and Deutsche Bank AG, London Branch

"**Mezzanine Facility Agreement**" means the mezzanine facility agreement dated 14 September 2007, as amended and restated by a deed of amendment and restatement dated 5 November 2007, a deed of amendment and restatement dated 14 March 2008, a deed of amendment and restatement dated 20 September 2008, and a deed of amendment dated 7 May 2010 and made between, amongst others, Actavis Pharma Holding 4 ehf, and Deutsche Bank AG, London Branch

"**PIK Facility Agreement**" means a payment in kind facility agreement dated 14 September 2007, as amended and restated on 5 November 2007, 14 March 2008, 11 April 2008, and 20 September 2008 and a deed of amendment dated 7 May 2010, and made between amongst others, Actavis Pharma Holding 4 ehf (formerly known as Novator Pharma Holding 4 ehf), AP 5 S à r l (formerly known as NP 5 S a r l), as borrower, the guarantors as defined therein and Deutsche Bank AG, London Branch

"**Secured Parties**" means the Security Agent, the Facility Agent, each Lender, each Hedging Counterparty, the Issuing Bank and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreements and each Senior Facility Party and Mezzanine Facility Party

"Senior Facilities Agreement" means the senior facilities agreement dated 14 September 2007, as amended and restated by a deed of amendment and restatement dated 5 November 2007, a deed of amendment and restatement dated 14 March 2008, a deed of amendment and restatement dated 20 September 2008, a deed of amendment and restatement dated 30 April 2009 and a deed of amendment dated 7 May 2010 and made between, amongst others, Actavis Pharma Holding 4 ehf, and Deutsche Bank AG, London Branch

Incorporation of defined terms

- (a) Unless a contrary indication appears, a term defined in the Intercreditor Deed has the same meaning in this Deed
- (b) The principles of construction set out in the Intercreditor Deed shall have effect as if set out in this Deed

Now this Deed of Release witnesses and it is agreed as follows

- 1 The Security Agent consents to the closure of the Account by the Company, the transfer of all the amounts in the Account into the Company's Euro account held with DnBNor ASA, Hamburg Branch with account number 60066008 and hereby reassigns the rights in the Account to the Company (pursuant to which the Security Agent shall sign and deliver the notice attached at Schedule 1), and releases the charge over the Account created by the Security Document
- 2 The Security Agent releases the Company from all claims and demands under the Security Document in relation to the Account
- 3 In accordance with Clause 42 (*Amendments and waivers*) of the Senior Facilities Agreement, Clause 37 (*Amendments and waivers*) of the Mezzanine Facility Agreement and Clause 36 (*Amendments and Waivers*) of the PIK Facility Agreement the above consents are effective only in the instance and for the purpose for which they are given. Save as expressly provided in this letter, the Security Document, the Senior Facilities Agreement, the Mezzanine Facility Agreement, the PIK Facility Agreement and each other Finance Document (as defined in the Senior Facilities Agreement) remains and shall continue in full force and effect
- 4 This deed and any non-contractual obligations arising out of or in connection with it are governed by English law

IN WITNESS WHEREOF, this Deed has been executed by the Security Agent and is intended to and is hereby delivered on the date stated at the beginning of this Deed

SIGNED on behalf of Deutsche Bank AG,
London Branch in its capacity as Security
Agent

By

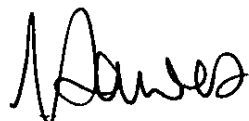
Name



C. HOEPFLE

By

Name



N. DAVIES

Schedule 1

Notice to DnBNOR Bank ASA, London Branch

To DnBNOR Bank ASA, London Branch

___ November 2010

Dear Sirs,

Re Release of security and re-assignment to Actavis UK Ltd of Account Number 62334013 (the "Account")

We hereby give you notice that we have released our security over the Account, have re-assigned the Account to Actavis UK Ltd, and have consented to the closure of the Account

Yours faithfully,

for and on behalf of

Deutsche Bank AG, London Branch

for and on behalf of

Deutsche Bank AG, London Branch