

MR01

Particulars of a charge

109998/13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record

FRIDAY



A20 13/09/2013 #294
COMPANIES HOUSE

1 Company details

Company number 0 2 1 2 8 8 9 7

Company name in full Alliance Medical Limited (the "Pledgor")

30 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 Charge creation date

Charge creation date d1 d0 m0 m9 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Commerzbank Aktiengesellschaft, Filiale Luxemburg, 25 rue Edward
Steichen, L-2540 Luxembourg, Luxembourg ("Security Trustee")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

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 charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Rebecca Jack - 70-40503815

Company name Clifford Chance LLP (via CH London Courier)

Address 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



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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)

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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



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This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 2128897

Charge code 0212 8897 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2013 and created by ALLIANCE MEDICAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th September 2013.

✓

Given at Companies House, Cardiff on 17th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Deed No. 457 of the roll of Deeds for the year 2013



We hereby certify this
to be a true copy of the
original
Signed Clifford Chance
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

12/09/2013

Done

in Frankfurt am Main, this 10th of September 2013

Before me, the undersigning notary

Dr. Marcus Emmer

with offices in Frankfurt am Main,

appeared today

- 1 Ms. Iris Haas, whose business address is c/o Freshfields Bruckhaus Deringer LLP, Bockenheimer Anlage 44, 60322 Frankfurt am Main, personally known to the notary
2. Ms Anna Carina Fischer, whose business address is c/o Clifford Chance Partnerschaftsgesellschaft, Mainzer Landstraße 46, 60325 Frankfurt am Main, and who identified herself by presenting her valid German Identity Card

The person appearing to 1 declared to make the following declarations not in her own name but, excluding any personal liability, for and on behalf of

Alliance Medical Limited, having its business address at Icen Centre, Warwick Technology Park, Warwick, Warwickshire, CV34 6DA, United Kingdom,

pursuant to the power of attorney dated 30 July 2013, the original of which was presented to the acting notary, a copy of which – which is hereby certified – is attached to this deed

The person appearing to 2 declared to make the following declarations not in her own name but, excluding any personal liability, for and on behalf of

- a) Commerzbank Aktiengesellschaft, Filiale Luxemburg, having its business address at 25, rue Edward Steichen, 2540 Luxemburg, Grand Duchy of Luxembourg, and
- b) The entities listed in Schedule 1 (*List of Lenders*) hereto as pledgees,

pursuant to the power of attorney dated 6 August 2013, the original of which was presented to the acting notary, a copy of which – which is hereby certified – is attached to this deed.

The aforementioned power of attorney dated 6 August 2013 furthermore, has been granted as substitute power of attorney (*Untervollmacht*) in connection with an electronic copy of the power of attorney granted to Commerzbank Aktiengesellschaft, Filiale Luxemburg by the pledgees listed in Schedule 1 (*List of Lenders*) hereto in an intercreditor agreement dated 2 December 2007 as amended on 4 December 2007, 13 December 2007, 16 February 2011 and 15 July 2013

Neither the Notary nor the proxies assume any liability as to the validity and/or the scope of the powers of attorney presented

The Notary convinced himself that the persons appearing are in adequate command of the English language and declared that he is in command of the English language as well

The persons appearing stated that the parties represented by them requested that this instrument be recorded in the English language

On being asked whether there had been any prior involvement by the Notary in terms of Section 3 para 1 no 7 of the German Notarisation Act (*Beurkundungsgesetz*) the provisions of which had been explained by the Notary, the persons appearing said that there had been no such prior involvement

Requesting its notarisation, the persons appearing then declared the following

ADDITIONAL SENIOR SHARE PLEDGE AGREEMENT

(nachrangige Geschäftsanteilsverpfändung)

relating to the shares in

Alliance Medical GmbH

between

ALLIANCE MEDICAL LIMITED

as Pledgor,

**COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG (formerly
known as Dresdner Bank AG, Niederlassung Luxemburg)**

as Security Trustee and Pledgee

and

THE INSTITUTIONS NAMED HEREIN

as Pledgees

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This **ADDITIONAL SENIOR SHARE PLEDGE AGREEMENT** (the "**Agreement**") is made on 10th of September 2013

BETWEEN

- (1) **ALLIANCE MEDICAL LIMITED**, a company incorporated under the laws of England and Wales with registered number 02128897 having its registered address at Icen Centre, Warwick Technology Park, Warwick, Warwickshire, CV34 6DA, United Kingdom (the "**Pledgor**"),
- (2) **COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG**, having its business address at 25, rue Edward Steichen, 2540 Luxemburg, Grand Duchy of Luxembourg, in its capacity as agent and security trustee under the Senior Facilities Agreement (as defined below) (the "**Agent**" or the "**Security Trustee**"), and
- (3) **THE INSTITUTIONS LISTED IN SCHEDULE 1** (*List of Lenders*) hereto, in their capacity as lenders, ancillary lenders and hedge counterparties under the Senior Facilities Agreement (as defined below),

(the institutions named in (2) and (3) are hereinafter referred to as the "**Original Pledgees**").

WHEREAS:

- (A) Pursuant to a EUR 214,000,000 and GBP 235,870,236 senior facilities agreement originally dated 2 November 2007 between, *inter alia*, Alliance Medical Acquisitionco Limited (formerly DIC Alliance Acquisitionco Limited) as original borrower (the "**Original Borrower**") and as original guarantor (the "**Original Guarantor**"), Dresdner Kleinwort Limited and Bank of Scotland plc as arrangers, Commerzbank Aktiengesellschaft, Filiale Luxemburg as agent and as security trustee and others (as amended by amendment and restatement agreements dated 4 December 2007, 13 December 2007, 27 June 2008 and 28 January 2010, by an amendment letter dated 20 July 2009 and a waiver and amendment letter dated 28 June 2010), the "**Original Senior Facilities Agreement**", certain lenders (together the "**Original Lenders**") have granted certain facilities to the Original Borrowers and certain other entities which have acceded or may accede to the Senior Facilities Agreement as additional borrowers
- (B) Pursuant to a mezzanine facility agreement dated 2 November 2007 between, *inter alia*, Alliance Medical Acquisitionco Limited (formerly DIC Alliance Acquisitionco Limited) as mezzanine borrower (the "**Original Mezzanine Borrower**") and as original mezzanine guarantor, Dresdner Kleinwort Limited and Bank of Scotland plc as arrangers, Commerzbank Aktiengesellschaft, Filiale Luxemburg (formerly Dresdner

Bank AG, Niederlassung Luxemburg) as mezzanine agent and security trustee and others (as amended and restated by an amendment and restatement agreement dated 4 December 2007, 27 June 2008, 28 January 2010, by an amendment letter dated 20 July 2009 and a waiver and amendment letter dated 28 June 2010 and as further amended, varied, novated, supplemented, superseded or extended from time to time, the "**Mezzanine Facility Agreement**"), certain lenders have granted a term loan facility to the Original Mezzanine Borrower.

- (C) On 17 December 2007 the Pledgor granted pledges over its Shares (as defined below) in the Company (as defined below) as security for the respective claims of the pledgees party thereto under or in connection with the Original Senior Facilities Agreement (such pledges collectively referred to as the "**Original Senior Pledges**") pursuant to a senior share pledge agreement entered into between, *inter alia*, the Pledgor and the Security Trustee and others as pledgees (the "**Original Senior Share Pledge Agreement**").
- (D) On 17 December 2007 the Pledgor granted pledges over its Shares (as defined below) in the Company (as defined below) ranking behind the Original Senior Pledges and any ancillary rights related thereto as security for the respective claims of the pledgees party thereto under or in connection with the Mezzanine Facility Agreement (such pledges collectively referred to as the "**Original Mezzanine Pledges**") pursuant to a mezzanine share pledge agreement entered into between, *inter alia*, the Pledgor and the Security Trustee and others as pledgees (the "**Original Mezzanine Share Pledge Agreement**")
- (E) On 23 September 2009 the Pledgor granted additional pledges over its Shares (as defined below) in the Company (as defined below) ranking behind, *inter alia*, the Original Senior Pledges and any ancillary rights related thereto as security for the respective claims of the pledgees party thereto under or in connection with the Original Senior Facilities Agreement (such pledges collectively referred to as the "**Additional Senior Pledges**" and together with the Original Senior Pledges the "**Senior Pledges**") pursuant to an additional senior share pledge agreement entered into between, *inter alia*, the Pledgor and the Security Trustee and others as pledgees (the "**Additional Senior Share Pledge Agreement**")
- (F) On 23 September 2009 the Pledgor granted additional pledges over its Shares (as defined below) in the Company (as defined below) ranking behind, *inter alia*, the Original Mezzanine Pledges and any ancillary rights related thereto as security for the respective claims of the pledgees party thereto under or in connection with the Mezzanine Facility Agreement (such pledges collectively referred to as the "**Additional Mezzanine Pledges**" and together with the Original Mezzanine Pledges the "**Mezzanine Pledges**") pursuant to an additional mezzanine share pledge agreement

entered into between, *inter alia*, the Pledgor and the Security Trustee and others as pledgees (the "**Additional Mezzanine Share Pledge Agreement**", and together with the Original Mezzanine Share Pledge Agreement, the "**Mezzanine Share Pledge Agreements**")

- (G) The Parties have further entered into a deed of amendment and restatement dated 16 February 2011 between, among others, Alliance Medical Acquisitionco Limited as original borrower and Commerzbank Aktiengesellschaft, Filiale Luxemburg as agent and security trustee and others (the "**Deed of Amendment and Restatement**"), so as to amend and restate the Original Senior Facilities Agreement (as amended by the Deed of Amendment and Restatement and as further amended by an amendment and restatement deed dated 16 July 2012, the "**Existing Senior Facilities Agreement**") The Parties have granted Alliance Medical Acquisitionco Limited certain uncommitted letter of credit facilities in the amount of up to GBP 10,000,000 which has been entered into or may be entered into pursuant to the Senior Facilities Agreement (as defined below)
- (H) The Mezzanine Facility Agreement has subsequently been replaced by a debt-to-equity-arrangement pursuant to which the Mezzanine Pledges have ceased to exist
- (I) Pursuant to the Deed of Amendment and Restatement, the Pledgor has granted additional pledges over its shares in the Company (as defined below) as security for the respective claims of the pledgees being party thereto by an additional senior ranking share pledge agreement dated 17 February 2011 (Roll of deeds No 38/2011 of the notary Dr Wolfgang Hauser with seat in Frankfurt am Main, Germany) (the "**Share Pledge Agreement 2011**" and together with the Original Senior Share Pledge Agreement and the Additional Senior Share Pledge Agreement, the "**Senior Share Pledge Agreements**")
- (J) The Parties have further entered into a deed of amendment and restatement dated 15 July 2013 between, among others, Alliance Medical Acquisitionco Limited as original borrower and Commerzbank Aktiengesellschaft, Filiale Luxemburg as agent and security trustee and others (the "**Deed of Amendment and Restatement 2013**"), so as to further amend and restate the Existing Senior Facilities Agreement (as amended by the Deed of Amendment and Restatement 2013 and as further amended, varied, novated, supplemented superseded or extended from time to time, the "**Senior Facilities Agreement**")
- (K) The Parties have also amended the intercreditor agreement dated 2 November 2007 between, *inter alia*, DIC Alliance Midco Limited, the Original Borrower, the Mezzanine Borrower, the Agent, the Security Trustee and others (as amended by amendment and restatement agreements dated 4 December 2007, 13 December 2007

and 16 February 2011, the "**Original Intercreditor Agreement**") by an intercreditor amendment and restatement agreement dated 15 July 2013 between, *inter alia*, Commerzbank Aktiengesellschaft, Filiale Luxemburg as Agent and Security Trustee and Alliance Medical Acquisitionco Limited and others as original debtors and others (the "**ICA Amendment Agreement**")

- (L) The Pledgor has agreed to grant additional pledges over its shares in the Company (as defined below) as security for the Pledgees' (as defined below) respective claims against the Obligors (as defined below) (or any of them) under or in connection with the Finance Documents (as defined below) and any LC Facility (as defined below) which has been entered into or may be entered into by entering into this Agreement
- (M) The security created by or pursuant to this Agreement is to be administered by the Security Trustee for and on behalf of the Pledgees pursuant to the Intercreditor Agreement (as defined below)

NOW, IT IS AGREED as follows

1. DEFINITIONS AND LANGUAGE

1.1 In this Agreement

"**Ancillary Lender**" means any Lender or affiliate of a Lender that makes available any ancillary facility under the Finance Documents

"**Company**" means Alliance Medical GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany having its business address at Westring 170, 44575 Castrop-Rauxel, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Dortmund under HRB 19894

"**Enforcement Event**" means the occurrence of an Event of Default in respect of which the Agent has served notice of acceleration on the Original Borrower.

"**Event of Default**" means any event of default (*Kündigungsgrund*) under the Senior Facilities Agreement

"**Existing Pledges**" means the pledges created pursuant to the Senior Share Pledge Agreements

"**Existing Share**" has the meaning given to such term in sub-Clause 2.1 hereof

"Finance Documents" means the Deed of Amendment and Restatement 2013, the Senior Facilities Agreement, the ICA Amendment Agreement, the Intercreditor Agreement, any borrower and/or guarantor accession letter relating to the Senior Facilities Agreement, any letter of credit, performance bond or bank guarantee relating to the Senior Facilities Agreement, any fee letters relating to the Senior Facilities Agreement, any Security Documents, any hedging agreement entered into by a Hedge Counterparty relating to the Senior Facilities Agreement, any documents relating to the ancillary facilities made available by any Ancillary Lender and any other document that may be entered into pursuant to any of the foregoing in relation to the Senior Facilities Agreement

"Finance Parties" means the Lenders (including in their capacity as Hedge Counterparty under the Senior Facilities Agreement), the Agent, the Security Trustee, any Ancillary Lender and any Hedge Counterparty

"Future Pledgee" means any entity which may become a pledgee hereunder by way of (i) transfer of the Pledges by operation of law following the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of any part of the Secured Obligations from any Original Pledgee or Future Pledgee (as defined hereunder) to such future pledgee and/or (ii) accession to this Agreement pursuant to sub-Clause 3.3 hereof as pledgee

"Future Shares" means all additional shares in the capital of the Company (irrespective of their nominal value) which the Pledgor may acquire in the future in the event of a share transfer, a share split, a share combination, an increase of the capital of the Company (including by way of authorised capital (*genehmigtes Kapital*)) or otherwise

"Hedge Counterparty" means any Lender or affiliate of any Lender who has entered into a hedging agreement for the purpose of hedging interest rate liabilities in relation to the Senior Facilities Agreement provided it has become a party to the Intercreditor Agreement in its capacity as hedge counterparty

"Intercreditor Agreement" means the Original Intercreditor Agreement as amended by the ICA Amendment Agreement and as further amended, varied, novated, supplemented, superseded or extended from time to time

"LC Facility" means the uncommitted facility up to GBP 10,000,000 which has been or may be made available under the Senior Facilities Agreement in the future.

"LC Lender" means any lenders under the LC Facility.

"Lenders" means the Original Lenders and any entity which has become or may become a lender (including for the avoidance of doubt, an LC Lender) under the Senior Facilities Agreement in the future and **"Lender"** means any of them

"Obligors" means the Original Borrower, any entity which has acceded or may accede to the Senior Facilities Agreement as an additional borrower, the Original Guarantors and any entity which has acceded or may accede to the Senior Facilities Agreement as additional guarantor and an **"Obligor"** means any of them

"Original Lenders" means the parties set out in Schedule 1 (*List of Lenders*) hereto

"Parallel Obligations" means the independent obligations of any of the Obligors arising pursuant to the Intercreditor Agreement to pay to the Security Trustee sums equal to the sums owed by such Obligor to the other Finance Parties (or any of them) under the Finance Documents

"Pledge" and **"Pledges"** have the meanings given to such terms in sub-Clause 3.1

"Pledgees" means the Original Pledgees and the Future Pledgees, and **"Pledgee"** means any of them.

"Secured Obligations" means any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Pledgees or any of them under or in connection with the Finance Documents (including, but not limited to the Parallel Obligations and including, for the avoidance of doubt, any obligations under the LC Facility) **provided that** no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Security Documents (or any part of them) would constitute unlawful financial assistance within the meaning of sections 677 to 679 of the Companies Act 2006 or any other applicable law. The Secured Obligations shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

"Security Documents" means any security document relating to the Senior Facilities Agreement.

"Shares" means the Existing Share and the Future Shares

- 1.2 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.

- 1.3 Any reference in this Agreement to a "Clause", a "sub-Clause" or a "Schedule" shall, subject to any contrary indication, be construed as a reference to a Clause, a sub-Clause or a Schedule in this Agreement

2. PLEDGED SHARES

- 2.1 The Company has a nominal share capital (*Stammkapital*) of EUR 25,000 (in words: Euro twenty-five thousand) which consists of one share with a nominal amount of EUR 25,000 (in words: Euro twenty-five thousand) (the "Existing Share").
- 2.2 The Pledgor is the owner of the Existing Share and is registered as such in the shareholders list (*Gesellschafterliste*) of the Company as filed (*aufgenommen*) with the commercial register (*Handelsregister*), a copy of which is attached as Schedule 2 (*Copy of Shareholders List*)

3. PLEDGE

- 3.1 The Pledgor hereby pledges to each of the Pledgees the Shares together with all ancillary rights and claims associated with the Shares as more particularly specified in Clause 4 (each a "Pledge" and together the "Pledges").
- 3.2 Each of the Original Pledgees hereby accepts its Pledge for itself
- 3.3 The Security Trustee accepts, as representative without power of attorney (*Vertreter ohne Vertretungsmacht*), the respective Pledges for and on behalf of each Future Pledgee. Each Future Pledgee ratifies and confirms the declarations and acts so made by the Security Trustee on its behalf by
- 3.3.1 accepting the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of the Secured Obligations (or part of them) from a Pledgee,
- 3.3.2 effecting the accession of any LC Lender to the Senior Facilities Agreement and the assumption of commitments under the LC Facility,
- 3.3.3 accepting the assumption of any commitment which replaces (in full or in part) the commitment of a Pledgee under the Senior Facilities Agreement which has been cancelled, or
- 3.3.4 accepting the appointment to become a successor agent under the Senior Facilities Agreement

- 3 4 Upon such ratification (*Genehmigung*) such Future Pledgee becomes a party to this Agreement, it being understood that any future or conditional claim (*zukunftiger oder bedingter Anspruch*) of such Future Pledgee arising under the Finance Documents shall be secured by the Pledges constituted hereunder
- 3.5 All parties hereby confirm that the validity of the Pledges granted hereunder shall not be affected by the Security Trustee acting as representative without power of attorney for each Future Pledgee
- 3 6 The Pledgor herewith authorises the Security Trustee to notify on its behalf the Pledges and/or the identity of any Future Pledgee and the new pledges created pursuant to sub-Clause 2.1 above to the Company Upon request of the Security Trustee, the Pledgor shall without undue delay give such notice and provide the Security Trustee with a copy thereof
- 3 7 The validity and effect of each of the Pledges shall be independent from the validity and the effect of the other Pledges created hereunder The Pledges to each of the Pledgees shall be separate and individual pledges.
- 3 8 Each of the Pledges is in addition, and without prejudice, to any other security the Pledgees may now or hereafter hold in respect of the Secured Obligations.
- 3 9 For the avoidance of doubt, the parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment (including by way of novation or assumption (*Vertragsübernahme*)) of all or part of the Secured Obligations by any Pledgee to a Future Pledgee

4. SCOPE OF THE PLEDGES

4.1 The Pledges constituted by this Agreement include.

4 1 1 the present and future rights to receive

- (a) dividends attributable to the Shares, if any, and
- (b) liquidation proceeds, redemption proceeds (*Einziehungsentgelt*), repaid capital in case of a capital decrease, any compensation in case of termination (*Kündigung*) and/or withdrawal (*Austritt*) of a shareholder of the Company, the surplus in case of surrender (*Preisgabe*), any repayment claim for any additional capital contributions (*Nachschüsse*) and all other pecuniary claims associated with the Shares,

4.1.2 the right to subscribe for newly issued shares, and

4.1.3 all other rights and benefits attributable to the Shares (including without limitation all present and future pecuniary claims of the Pledgor against the Company arising under or in connection with any domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) or partial profit transfer agreement (*Teilgewinnabführungsvertrag*) which may be entered into between the Pledgor and the Company), if applicable

4.2 Notwithstanding that the dividends are pledged hereunder, the Pledgor shall be entitled to receive and retain all dividend payments in respect of the Shares until such time as the Pledgees are entitled to enforce the Pledges constituted hereunder pursuant to Clause 7 below

5. PURPOSE OF THE PLEDGES

The Pledges hereunder are constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations. The Pledges shall also cover any future extension of the Secured Obligations and the Pledgor herewith expressly agrees that the provisions of Section 1210 para 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply to this Agreement

6. EXERCISE OF MEMBERSHIP RIGHTS

The membership rights, including the voting rights, attached to the Shares remain with the Pledgor. The Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in good faith to ensure that the validity and enforceability of the Pledges and the existence or value of all or part of the Shares are not in any way adversely affected, other than through dividend payments pursuant to Clause 4.2 above. The Pledgor undertakes that no resolutions are passed which constitute a breach of its obligations under Clause 9.

7. ENFORCEMENT OF THE PLEDGES

7.1 Following the occurrence of an Enforcement Event and provided that the requirements set forth in Sections 1273 para 2, 1204 *et seq.* of the German Civil Code with regard to the enforcement of any of the Pledges are met (*Pfandreife*), in particular, if any of the Secured Obligations has become due and payable, then in order to enforce the Pledges (or any of them), the Pledgees may at any time thereafter avail themselves of all rights and remedies that a pledgee has against a pledgor under the laws of the Federal Republic of Germany

- 7.2 Notwithstanding Section 1277 of the German Civil Code, the Pledgees are entitled to exercise their rights without obtaining enforceable judgment or other instrument (*vollstreckbarer Titel*). The Pledgees shall be entitled to have the Pledges enforced in any manner allowed under the laws of the Federal Republic of Germany, in particular have the Pledges sold (including at public auction).
- 7.3 The Pledgor hereby expressly agrees that 5 (five) business days' prior written notice to the Pledgor of the place and time of any such sale shall be sufficient and the Pledgees shall not be obliged to deliver any further notices (including, but not limited to the notices set out under Section 1234 of the German Civil Code) to the Pledgor prior to such sale. The sale may take place at any place in the Federal Republic of Germany.
- 7.4 If the Pledgees should seek to enforce the Pledges under sub-Clause 7.1, the Pledgor shall, at its own expense, render forthwith all necessary assistance in order to facilitate the prompt sale of the Shares or any part thereof and/or the exercise by the Pledgees of any other right they may have as Pledgee.
- 7.5 Following satisfaction of the requirements for enforcement under sub-Clause 7.1, all subsequent dividend payments and all payments based on similar ancillary rights attributed to the Shares may be applied by the Pledgees in satisfaction in whole or in part of the Secured Obligations or treated as additional collateral.
- 7.6 Even if the requirements for enforcement referred to under sub-Clause 7.1 above are met, the Pledgees shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Shares. However, the Pledgor shall, upon occurrence of an event which allows the Pledgees to enforce the Pledges, have the obligations and the Pledgees shall have the rights set forth in sub-Clause 9.5 below regardless of which resolutions are intended to be adopted.
- 7.7 The Pledgees may, in their sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations. The Pledgor hereby expressly waives its right pursuant to Section 1230 sentence 2 of the German Civil Code to limit the realisation of the Pledges and pledges over the shares or partnership interests in one or more other companies to such number of pledges as are necessary to satisfy the Secured Obligations and agrees further that the Pledgees may decide to enforce the Pledges individually in separate proceedings or together with pledges over shares or partnership interests in one or more other companies at one single proceeding (*Gesamtverwertung*).

- 7 8 The Pledgor hereby expressly waives all defences of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechnungbarkeit*) pursuant to Sections 770, 1211 of the German Civil Code
- 7.9 The Pledgor hereby expressly waives its defences based on defences any Obligor might have against any of the Secured Obligations (*Einreden des Hauptschuldners*) pursuant to Section 1211 para 1 sentence 1 alternative 1 of the German Civil Code
- 7 10 If the Pledges are enforced or if the Pledgor has discharged any of the Secured Obligations (or any part of them), Section 1225 of the German Civil Code (legal subrogation of claims to a pledgor - *Forderungsubergang auf den Verpfänder*) shall not apply and no rights of the Pledgees shall pass to the Pledgor by subrogation or otherwise unless and until the Secured Obligations have been completely and irrevocably satisfied. Further, the Pledgor shall not at any time before, on or after an enforcement of the Pledges and as a result of the Pledgor entering into this Agreement, be entitled to demand indemnification or compensation from the Company or any of the Company's affiliates or to assign any of these claims

8. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to each of the Pledgees by way of an independent guarantee (*selbstständiges Garantieversprechen*) that:

- 8 1 at the date hereof the Company and the Pledgor itself are both validly existing. Neither the Company nor the respective Pledgor is unable or admits inability to pay its debts, as they fall due, suspends making payments on any of its debts, has liabilities (taking into account contingent and prospective liabilities) greater than the value of its assets or has indebtedness in respect of which a moratorium is declared,
- 8 2 the statements made in Clause 2 above are true and correct,
- 8 3 the Existing Share is fully paid in and there is no nor will there be any obligation for a shareholder to make additional contributions (*keine Nachschusspflicht*),
- 8 4 the share capital has not been repaid in any way,
- 8 5 all facts capable of being entered into the commercial register of the Company have been entered into the commercial register, and, in particular, no shareholders' resolutions regarding changes in the articles of association of the Company have been passed which are not entered into the commercial register of the Company,

- 8 6 it is the sole legal and beneficial owner, free from encumbrances (other than the Existing Pledges and the Pledges created hereunder), of all Shares and has the corporate power and authority to enter into this Agreement,
- 8 7 all necessary authorisations to enable or entitle the Pledgor to enter into this Agreement have been obtained and are in full force and effect and will remain in full force and effect at all times during the subsistence of the security hereby construed and pursuant to the articles of association of the Company, the Pledges over the Shares and over any and all ancillary rights and claims associated with the Shares (as more particularly specified in Clause 4) are not subject to the approval of the Company's shareholders or the Company,
- 8 8 there are no silent partnership agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company, and
- 8.9 the place from which the Company is in fact administered and where all material managerial decisions are taken (*tatsächlicher Verwaltungssitz*) is situated in the Federal Republic of Germany

9. UNDERTAKINGS OF THE PLEDGOR

During the term of this Agreement, the Pledgor undertakes to each of the Pledgees

- 9 1 not to take, or participate in, any action which results or might result in the Pledgor's loss of ownership of all or part of the Shares, or any other transaction which would have the same result as a sale, transfer or other disposal of the Shares or which would for any other reason be inconsistent with the security interest of the Pledgees or the security purpose (as described in Clause 5) or defeat, impair or circumvent the rights of the Pledgees except as permitted by the Pledgees (acting through the Security Trustee),
- 9 2 not to encumber, permit to subsist, create or agree to create any other security interest or third party right in or over the Shares or other rights subject to the Pledges except as set out in this Agreement and save for the Existing Pledges,
- 9 3 to promptly effect any contributions in cash (*Bareinlage*) or kind (*Sacheinlage*) to be made in respect of the Shares, if applicable,
- 9 4 to promptly notify the Pledgees, by notification in writing to the Security Trustee, of any change in the shareholding in or capital of the Company or any encumbrance over the Shares (or part of them) In the case of any attachment (*Pfandung*) in respect of any of the Shares, the Pledgor shall promptly notify the Pledgees, by notification in writing to the Security Trustee, such notice to be accompanied by any documents the Pledgees

might need to defend themselves against any claim of a third party. In particular, the Pledgor shall promptly forward to the Security Trustee a copy of the attachment order (*Pfandungsbeschluss*), any transfer order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment,

- 9 5 to promptly inform the Pledgees, by notification in writing to the Security Trustee, of all matters concerning the Company of which the Pledgor is aware which might materially adversely affect the security interest of the Pledgees. In particular, the Pledgor shall notify the Pledgees, by notification in writing to the Security Trustee, forthwith of any shareholders' meeting at which a shareholders' resolution is intended to be adopted which could have a material adverse effect upon any of the Pledges. The Pledgor shall allow, following the occurrence of any of the circumstances which permit the Pledgees to enforce the Pledges constituted hereunder in accordance with Clause 7, the Pledgees or, as the case may be, their proxy or any other person designated by the Pledgees, to participate in all such shareholders' meetings of the Company as attendants without power to vote. Subject to the provision contained in sub-Clause 11 1, the Pledgees' right to attend the shareholders' meeting shall lapse immediately upon complete satisfaction and discharge of the Secured Obligations. In any event, as long as any of the Pledges remains in effect, the Pledgees shall receive, by the Pledgor sending the same to the Security Trustee, in its capacity as agent for and on behalf of the Pledgees, a protocol of any ordinary or extraordinary shareholders' meeting,
- 9 6 in the event of any increase in the capital of the Company, not to allow, without the prior written consent of the Pledgees, acting through the Security Trustee, any party other than himself to subscribe for any Future Shares, and not to defeat, impair or circumvent in any way the rights of the Pledgees created hereunder;
- 9 7 to refrain from any acts or omissions, the purpose or effect of which is or would be the Shares ceasing to exist,
- 9 8 not to amend, or vote for any amendment of, the articles of association of the Company to the extent that such amendment would or would be likely to materially and adversely affect the security interest of the Pledgees created hereunder without the prior written consent of the Pledgees, acting through the Security Trustee, and
- 9 9 insofar as additional declarations or actions are necessary for the creation of the Pledges (or any of them) in favour of the Pledgees (or any of them), to make such declarations and undertake such actions at its own costs and expenses at the Security Trustee's request

10. INDEMNITY

- 10.1 None of the Pledgees nor the Security Trustee shall be liable for any loss or damage suffered by the Pledgor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of such Pledgee or the Security Trustee
- 10.2 The Pledgor will indemnify the Pledgees and the Security Trustee and keep the Pledgees and the Security Trustee indemnified against any and all damages, losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against the Pledgees (or any of them) or the Security Trustee for anything done or omitted in the exercise or purported exercise of the powers contained herein or occasioned by any breach of the Pledgor of any of its obligations or undertakings contained herein other than to the extent that such damages, losses, actions, claims, expenses, demands and liabilities are incurred by or made against the Pledgees (or any of them) as a result of the gross negligence or wilful misconduct of such Pledgee or, as the case may be, the Security Trustee

11. DURATION AND INDEPENDENCE

- 11.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. The Pledges shall not cease to exist, if the Obligors under the Finance Documents have only temporarily discharged the Secured Obligations
- 11.2 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Finance Documents or in any document or agreement related to any of the Finance Documents shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it
- 11.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgees or the Security Trustee. None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement
- 11.4 Each party to this Agreement confirms the Senior Share Pledge Agreements and the creation of the Senior Pledges created or purported to be created pursuant thereto and any and all acts and declarations made thereunder or pursuant thereto and acknowledges and agrees that the Senior Share Pledge Agreements and the Senior Pledges shall be and remain in full force and effect
- 11.5 Waiving Section 418 of the German Civil Code, the Pledgor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party

12. RELEASE OF PLEDGE (*PFANDFREIGABE*)

- 12.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Pledgees will as soon as reasonably practicable declare the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietat*) cease to exist by operation of German mandatory law.
- 12.2 At any time when the total value of the aggregate security granted by the Pledgor and any of the other Obligor to secure the Secured Obligations (the "Security"), which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*), more than temporarily exceeds 110% of the Secured Obligations (the "Limit"), the Pledgees shall on demand of the Pledgor release such part of the Security (*Sicherheitenfreigabe*) as the Pledgees may in their reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.

13. COSTS AND EXPENSES

All costs, charges, fees and expenses triggered by this Agreement or reasonably incurred in connection with its preparation, execution, amendments and enforcement (in each case including fees for legal advisers) shall be borne by the Pledgor.

14. PARTIAL INVALIDITY, WAIVER

- 14.1 If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction. The invalid, illegal or unenforceable provision shall be deemed to be replaced with such valid, legal or enforceable provision which comes as close as possible to the original intent of the parties and the invalid, illegal or unenforceable provision. Should a gap (*Regelungslücke*) become evident in this Agreement, such gap shall, without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof, be deemed to be filled in with such provision which comes as close as possible to the original intent of the parties.
- 14.2 No failure to exercise, nor any delay in exercising, on the part of the Pledgees, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exer-

cise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

- 14.3 In particular, the Pledges shall not be affected and shall in any event extend to any and all shares in the Company even if the number or nominal value of the Existing Share or the aggregate share capital of the Company as stated in Clause 2 are inaccurate or deviate from the actual facts.

15. AMENDMENTS

Changes and amendments to this Agreement including this Clause 15 shall be made in writing, unless notarial form by operation of law is required.

16. NOTICES AND THEIR LANGUAGE

- 16.1 All notices and communications under or in connection with this Agreement shall be in writing and shall be delivered by letter, posted or delivered by hand, or fax. Each notice or communication shall be given to the relevant party at the address or fax number and marked for the attention of the person(s) or department from time to time specified in writing by that party to the other. The initial address, fax number and person(s) or department so specified by each party are set out below:

For the Pledgor

Alliance Medical Limited

Address Icen Centre, Warwick
Technology Park, Warwick,
Warwickshire, CV34 6DA,
United Kingdom

Fax +44 (0) 1926 482020

Attention Group Finance Director

For the Pledgees to the Security Trustee

**Commerzbank Aktiengesellschaft,
Filiale Luxemburg**

Address 25, rue Edward Steichen,
2540 Luxembourg, Grand
Duchy of Luxembourg

Fax +352 346868 3222

Attention: Marion Sattler

16.2 Proof of posting or dispatch of any notice or communication to the Pledgor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the third business day in the country of receipt after posting, and (ii) in case of a fax transmission, on the business day in the country of receipt immediately following the date of its dispatch

16.3 Save for the notice pursuant to Section 1280 of the German Civil Code (which shall be substantially in the form of Schedule 3 (*Form of Notice to be delivered to the Company*) attached hereto) any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail

17. APPLICABLE LAW, JURISDICTION

17.1 This Agreement is governed by the laws of the Federal Republic of Germany.

17.2 The place of jurisdiction for any and all disputes arising under or in connection with this agreement shall be the courts in Frankfurt am Main. The Pledgees however, shall also be entitled to take action against the Pledgor in any other court of competent jurisdiction. Further, the taking of proceedings against the Pledgor in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

The officiating notary advised the parties hereto

- that a pledge is a security instrument of strictly accessory nature, that a pledge will not become effective prior to the valid creation and existence of the respective right or claim to be pledged and only if, to the extent that, and as long as, the underlying secured claims do in fact exist and the nexus (*Verknüpfung*) between the secured claims and the pledge is not dissolved, that the creditors of the secured claims and the pledgees must be identical, and that a person not being a party to this Notarial Deed may only become a pledgee if mandatory provisions of German law are respected;
- that, notwithstanding Section 16 para 3 of the German Limited Liability Company Act (*GmbHG*), there is no bona fide creation, acquisition nor ranking of a pledge of shares of German limited liability companies (which means that the pledgee is not protected if

the shares purported to be pledged do not exist or have been previously encumbered for the benefit of a third party), and that the notary has not examined whether the pledgor is the owner of the pledged shares and whether the pledged shares have been transferred or encumbered previously,

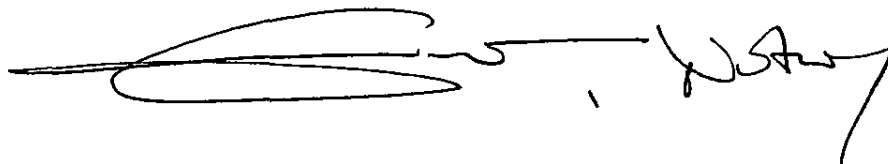
- that first priority pledge interests will not be created unless each person appearing is duly authorized to represent the respective parties hereto for purposes of executing the agreement or the respective parties have subsequently ratified the declarations of the respective person appearing,
- that there is no court ruling of the German Federal High Court of Justice (*BGH*) in relation to the validity of a pledge for the benefit of future pledgees created by way of the agent bank acting as agent without power of attorney for all future pledgees who will become creditors after the notarisation in accordance with the terms of the underlying finance documents and that, if the pledges in favour of the future pledgees are validly created herein, it may be questioned whether such pledges shall have the same rank as the pledges in favour of the original pledgees,
- that the parties hereto are, by operation of law, jointly and severally liable with respect to the payment of all notarial fees, irrespective of any internal agreement passed in that respect,
- that the English original version of this Agreement will not be acceptable for enforcement but will have to be translated, by a certified translator, into German for such purposes

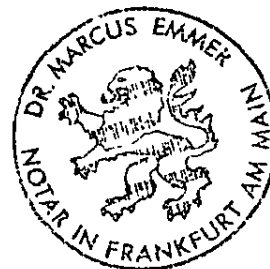
The Notary is hereby instructed to give notice of this Agreement and the Pledges of the rights pursuant to Clause 3 and Clause 4 to the Company by means of sending to the Company a notice substantially in the form of Schedule 3 (*Form of Notice to be delivered to the Company*) hereto which shall be accompanied by a certified copy of this Agreement

The above Agreement including the Schedules was read aloud by the Notary to the persons appearing, approved by them and signed by the persons appearing and by the Notary in their own hand as follows

Inis Haas

Anne Riech





SCHEDULE 1
List of Lenders

Name	Location of lending office	Registered office
COMMERZBANK AG LONDON BRANCH	30 Gresham Street London EC2V 7PG United Kingdom	30 Gresham Street London EC2V 7PG United Kingdom
JPMORGAN CHASE BANK, NA	25 Bank Street London E14 5JP United Kingdom	25 Bank Street London E14 5JP United Kingdom
LEOPARD CLO I BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO II BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO III BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO IV BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO V BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
M&G BROAD EUROPEAN LOAN FUND	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G DEBT OPPORTUNITIES FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland

Name	Location of lending office	Registered office
M&G INDEPENDENT EUROPEAN LOAN FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G FOCUSED EUROPEAN LOAN FUND LTD	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G ACTIVE EUROPEAN LOAN FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G EUROPEAN LOAN FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M & G SLK EUROPEAN LOAN FUND LTD.	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M & G PROGRESSIVE EUROPEAN LOAN FUND LTD	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M & G DYNAMIC EUROPEAN LOAN FUND LTD	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
PANTHER CDO IV BV	Luna Arena Henkerbergweg 238 1101 CM Amsterdam Zuidoost The Netherlands	Luna Arena Henkerbergweg 238 1101 CM Amsterdam Zuidoost The Netherlands
QATAR NATIONAL BANK SAQ	51 Grosvenor Street London W1K 3HH United Kingdom	51 Grosvenor Street London W1K 3HH United Kingdom
SHELL PENSION TRUST LIMITED AS TRUSTEE OF THE SHELL CONTRIBUTORY PENSION FUND	Shell Centre, London SE1 7NA United Kingdom	Shell Centre London SE1 7NA United Kingdom
SKANDINAVISKA ENSKILDA BANKEN AB	2 Cannon Street London EC4M 6XX United Kingdom	Kungstradgardsgatan 8, 106 40 Stockholm Sweden

Name	Location of lending office	Registered office
STICHTING SHELL PENSIO- NENFONDS AB	Bogaardplein 41 2284 DP Rijswijk Z.H. The Netherlands	Bogaardplein 41 2284 DP Rijswijk Z.H The Netherlands
THE GOVERNOR AND COM- PANY OF THE BANK OF IRE- LAND	Burlington Plaza 2 Burlington Road Dublin 4 Ireland	40 Mespil Road Dublin 4 Ireland
THE PRUDENTIAL ASSUR- ANCE COMPANY LIMITED	Laurence Pountney Hill London EC4R OHH United Kingdom	Laurence Pountney Hill London EC4R OHH United Kingdom

Abschrift

Per EGVP

Amtsgericht Dortmund
- Registergericht B-
Gerichtsstr 22

44135 Dortmund

18. April 2011

- HRB 19894 – Alliance Medical GmbH

Gesellschafterin des oben genannten Unternehmens ist:

Firma	Adresse	Lfd. Nr. des Geschäftsanteils	Nennbetrag des Geschäftsanteil
Alliance Medical Limited	Icenl Centre Warwick Technology Park Warwick, CV34 6DA United Kingdom	1	EUR 25.000

Hochachtungsvoll

gez. Muhle

Klaus Muhle
Geschäftsführer

Nr. 139 der Urkunderolle für 2011

Auf Befragen der Notarin verneinte der Erschienene eine Vorbefassung gemäß § 3 Abs. 1 Nr. 7 BeurkG.

Ich beglaube hiermit die vorstehende, vor mir vollzogene Unterschrift des mir von Person bekannten

Herrn Nikolaus Bernhard Muhle, geb am 30.11 1959, wohnhaft In der Steverau 13 in 59348 Lüdinghausen

handelnd als nach seinen Angaben alleinvertretungsberechtigter Geschäftsführer der Alliance Medical GmbH, eingetragen im Handelsregister des Amtsgerichts Dortmund unter HRB 19894

unter einer nicht von mir entworfenen Liste.

Der Erschienene hat sich bereits zu einem früheren Zeitpunkt gegenüber der Notarin durch Vorlage seines Personalausweises ausgewiesen. Zu diesem früheren Zeitpunkt wurde eine Fotokopie dieses Personalausweises zu der besonderen Akte der Notarin genommen, die bei Beurkundung ebenfalls vorlag

Castrop-Rauxel, den 18 04 2011

L.S. gez Breilmann
Notarin

Kostenrechnung gemäß §§ 141, 154 II KostO

Geschäftswert (10 % von 25.000 €)	<u>2 500,00 EUR</u>	
§§ 32, 45 I KostO (Unterschriftsbeglaubigung)		<u>10,00 EUR</u>
Zwischensumme		<u>10,00 EUR</u>
19,00 % Umsatzsteuer gem. § 151a KostO		<u>1,90 EUR</u>
Endsumme		<u>11,90 EUR</u>

gez. Breilmann
Notarin

SCHEDULE 3
Form of Notice to be delivered to the Company

[Letterhead of Notary]

An
Alliance Medical GmbH
z Hd Michel Pieter Jongens
Westring 170
44575 Castrop-Rauxel

Verpfändung der Geschäftsanteile an der Alliance Medical GmbH durch Alliance Medical Limited

Sehr geehrte Damen und Herren,

namens und in Vollmacht von [Pledgees] und Alliance Medical Limited zeige ich Ihnen hiermit gemäß § 1280 des Bürgerlichen Gesetzbuches an, dass mit notarieller Urkunde des unterzeichnenden Notars vom [•] Urkundenrolle Nr [•] Alliance Medical Limited ihre sämtlichen bestehenden und zukünftigen Geschäftsanteile an der Alliance Medical GmbH verpfändet hat

Des Weiteren sind sämtliche (bestehende und zukünftige) aus den Geschäftsanteilen resultierende Nebenansprüche, insbesondere auf Gewinne, Liquidationserlöse, Einziehungsentgelte, Abfindungsansprüche wegen Kündigung und/oder Austritt eines Gesellschafters sowie Abfindungsansprüche wegen etwaiger Preisgabe eines Geschäftsanteils und Ansprüche auf Rückzahlung von Nachschüssen von der Verpfändung umfasst. Ebenfalls umfasst sind sämtliche (bestehenden und zukünftigen) Zahlungsansprüche der Alliance Medical Limited gegen die Alliance Medical GmbH, die aus oder im Zusammenhang mit einem gegenwärtig oder in Zukunft bestehenden Beherrschungs- und/oder Gewinnabführungsvertrag oder Teilgewinnabführungsvertrag entstehen

Als Anlage ist eine beglaubigte Abschrift meiner Urkunde beigelegt.

Ich darf Sie bitten, mir den Erhalt dieser Anzeige durch Übersendung einer gegengezeichneten Kopie der nachstehenden Erklärung zu bestätigen

Mit freundlichen Grüßen

[Notary]

Hiermit bestätige ich den Erhalt der obigen Anzeige

(Ort, Datum)

Geschäftsführer

Ich, James Kerr MILLIGAN, öffentlicher, durch königliche Ermächtigung
gehörig zugelassener und vereidigter Notar in England und Wales, amtsansässig
in der Stadt London,

BEGLAUBIGE HIERMIT

DIE am Fuße der hier angehefteten Vollmacht befindliche, im Namen der
Gesellschaft in Firma „ALLIANCE MEDICAL LIMITED“ geleistete
Unterschrift des mir von Person bekannten Herrn Howard Alexander David
MARSH, eines britischen Staatsangehörigen, geboren am 22 Juli 1974, im
Besitz des am 23 Februar 2012 ausgestellten britischen Reisepasses Nummer
509336831, eines der Vorstandsmitglieder der besagten Gesellschaft

FERNER bescheinige ich, dass die vorgenannte Gesellschaft in Firma
„ALLIANCE MEDICAL LIMITED“ eine unter der Nummer 2128897
ordnungsgemäß eingetragene und seit dem 7 Mai 1987 bestehende
haftungsbeschränkte Gesellschaft englischen Rechts mit dem Geschäftssitz Icen
Centre, Warwick Technology Park, Warwick, Warwickshire CV34 6DA, England,
ist,


DES WEITEREN BEGLAUBIGE ICH die am Ende der besagten Vollmacht
befindliche Unterschrift der Frau Christine Kollien, die die Unterschrift des
genannten Herrn Howard Alexander David MARSH bezeugt hat

SCHLIESSLICH BESTÄTIGE ICH, DASS die so in Gegenwart einer Zeugin
unterzeichnete Vollmacht nach den Bestimmungen des hiesigen
Gesellschaftsrechts ordnungsgemäß vollzogen worden und für die Gesellschaft
„ALLIANCE MEDICAL LIMITED“ rechtsverbindlich ist

ZUM ZEUGNIS DESSEN habe ich meine Unterschrift und mein Amtssiegel
hier beigefügt in London am heutigen 6 August im Jahre 2013


James Kerr MILLIGAN
Notar in London, England



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays/Pais	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento publico	
2. Has been signed by a été signé par ha sido firmado por	James Kerr Milligan
3. Acting in the capacity of agissant en qualité de quien actua en calidad de	Notary Public
4. Bears the seal/stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	06 August 2013
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el numero	S071134
9. Seal / stamp: Sceau / timbre Sello / timbre	10. Signature: A I Khan Signature Firma 



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If this document is to be used in a country which is not party to the Hague Convention of 5th October 1961, it should be presented to the consular section of the mission representing that country.

Vollmacht

Wir, die unterzeichnende,

Power of Attorney

We, the undersigned,

Alliance Medical Limited

Icon Centre, Warwick Technology Park
Warwick, Warwickshire, CV34 6DA, United Kingdom

eingetragen in England und Wales unter der
Nummer 02128897

incorporated under the laws of England and
Wales under the registered number 02128897

bevollmächtigen hiermit die unten genannten
Personen und zwar jeden von ihnen einzeln

hereby authorise the persons listed below, and
each of them with authority to act alone and
individually,

Sabine Gerth
Sabine Salz
Christel Fritsch
Ina Franke
Iris Haas
Tania Sylä

(nachfolgend die „Bevollmächtigten“)
sämtlich mit Geschäftsadresse

(hereafter the „Agents“) with their business
address at

Freshfields Bruckhaus Deringer LLP, Bockenheimer Anlage 44, 60322 Frankfurt am Main,
Deutschland / Germany

uns in jeglicher Weise bei dem Abschluss von
Verträgen und der Abgabe und
Entgegennahme von allen anderen
Erklärungen zu vertreten, die sie für die
Bestellung von Pfand- und sonstigen
Sicherungsrechten an dem oder an den
Geschäftsanteilen der

to represent us in any way in connection with
the entering into, signing of and delivery of
agreements and in making and accepting any
declarations which they may deem necessary
or expedient for the creation of pledges or
other security interests over the share, or the
shares, as the case may be, in

Alliance Medical GmbH
Westring 170
44575 Castrop-Rauxel
Germany

eingetragen im Handelsregister des
Amtsgerichts Dortmund, Deutschland unter
HRB 19894 (nachfolgend die „Gesellschaft“)
jeweils für notwendig oder zweckmäßig halten,

registered in the commercial register
(*Handelsregister*) at the local court
(*Amtsgericht*) of Dortmund, Germany under
HRB 19894 (hereinafter the „Company“),

dies gilt in der gleichen Weise für die Pfandrechte an aus den Geschäftsanteilen resultierenden Dividenden und an allen anderen Nebenrechten an den Geschäftsanteilen der Gesellschaft,

und insbesondere

- 1 in unserem Namen einen notariellen nachrangigen Senior Geschäftsanteilsverpfandungsvertrag hinsichtlich der Geschäftsanteile an der Alliance Medical GmbH abzuschließen, und
- 2 in unseren Namen die Verpfandung oder Verpfändungen jeweils der Gesellschaft anzuzeigen

Die Bevollmächtigten sind darüber hinaus berechtigt, alle mit den vorstehenden Angelegenheiten in irgendeiner Weise zusammenhängenden Erklärungen abzugeben und entgegenzunehmen und alle von ihnen in diesem Zusammenhang als notwendig, angemessen oder zweckmäßig angesehenen weiteren Maßnahmen zu ergreifen und insbesondere die Bedingungen und den Wortlaut der dazu abzuschließenden Verträge, Urkunden oder auszustellenden Dokumente zu verhandeln und festzulegen. Die Bevollmächtigten sind auch berechtigt, uns gegenüber Gerichten, Behörden und öffentlichen Registern zu vertreten

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und können daher insbesondere gleichzeitig als Vertreter für andere Vollmachtgeber handeln. Sie sind berechtigt, Untervollmacht zu erteilen und ihrerseits die Unterbevollmächtigten von § 181 BGB zu befreien

Die Bevollmächtigten sind, soweit gesetzlich zulässig, von jeder persönlichen Haftung befreit

Wir werden jeden Bevollmächtigten von sämtlichen Ansprüchen, Kosten und Schaden aus oder im Zusammenhang mit der Tätigkeit als Vertreter freistellen

the same applies for the pledge over dividends and over all other ancillary rights in connection with the shares in the Company,

and in particular

- 1 to enter in our name and on our behalf into a notarial additional senior share pledge agreement in relation to the shares Alliance Medical GmbH, and
- 2 to notify the pledge or the pledges to the Company on our behalf

In addition, the Agents are authorised to make and accept all declarations and to take all further measures which they may deem necessary, appropriate or expedient in this context and in particular to negotiate and to determine the terms and wording of the agreements, deeds and documents to be entered into or executed, as the case may be. The Agents are also authorised to represent us towards courts, public authorities and public registers

The Agents are released from the restrictions of section 181 German Civil Code and are thus, in particular authorised to act at the same time for another principal. They are authorised to delegate their power of attorney and to issue sub-powers of attorney and to release the subdelegates on their part from the restrictions of section 181 German Civil Code

The Agents are, to the extent permitted by law, exempt from any personal liability

We agree to indemnify any Agent against any claims, costs and losses such Agent incurs in connection with the exercise of its powers conferred by this power of attorney

Die Bevollmächtigten dürfen diese Vollmacht einmalig oder mehrmalig verwenden, auch zum Zwecke der Änderung oder Ergänzung von Erklärungen, die bereits unter dieser Vollmacht abgegeben wurden

Diese Vollmacht soll umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen

Diese Vollmacht enthält eine deutsche und eine englische Fassung. In Zweifelsfällen ist die deutschsprachige Fassung maßgeblich.

Diese Vollmacht unterliegt deutschem Recht und erlischt mit Ablauf des 31. Dezember 2013.

The Agents may use this power of attorney once or several times, also for modifying, supplementing or amending declarations or statements already made or given under this power of attorney.


This power of attorney shall be broadly construed in order to serve its purposes.


This power of attorney contains a German and an English version. In case of doubt, the German version shall prevail.

This power of attorney shall be governed by German laws and ceases to be effective by the end of 31 December 2013.

UAMVICK UK, 30.6.13
Ort, Datum/Place, Date

Alliance Medical Limited
vertreten durch / represented by


H. DARS
duly authorised representative of Alliance Medical Limited

Attested by: 
Christine Kollien

Power of Attorney

Reference is made to a deed of amendment and restatement dated 15 July 2013 between, amongst others, Alliance Medical Acquisitionco Limited as company and Commerzbank Aktiengesellschaft, Filiale Luxemburg, as agent and security trustee and others in relation to a EUR 214,000,000 and GBP 235,870,236 facilities agreement originally dated 2 November 2007 between Alliance Medical Acquisitionco Limited as company and original borrower, Alliance Medical Acquisitionco Limited and certain subsidiaries as original guarantors, Commerzbank Aktiengesellschaft, Filiale Luxemburg as agent and security trustee and others (as amended and restated from time to time) (the "Facilities Agreement")

The undersigned Commerzbank Aktiengesellschaft, Filiale Luxemburg (formerly known as Dresdner Bank AG, Niederlassung Luxemburg), a branch of Commerzbank Aktiengesellschaft which is constituted under the laws of the Federal Republic of Germany with its registered office at Kaiserplatz, 60311 Frankfurt am Main, Germany, and registered with number HRB 32000 (the "Principal") hereby grants power of attorney to

Vollmacht

Es wird Bezug genommen auf einen Abänderungs- und Neufassungsvertrag vom 15 Juli 2013 abgeschlossen zwischen, unter anderem, Alliance Medical Acquisitionco Limited als Gesellschaft und Commerzbank Aktiengesellschaft, Filiale Luxemburg als Konsortialführer und Sicherheiten-treuhänder und anderen in Bezug auf einen EUR 214 000 000 und GBP 235 870 236 Kreditvertrag ursprünglich vom 2 November 2007 zwischen Alliance Medical Acquisitionco Limited als Gesellschaft und ursprünglichem Kreditnehmer, Alliance Medical Acquisitionco Limited und bestimmten Tochtergesellschaften als ursprünglichen Garanten, Commerzbank Aktiengesellschaft, Filiale Luxemburg als Konsortialführer und Sicherheitentreuhänder und anderen (wie von Zeit zu Zeit abgeändert und neugefasst) (der "Kreditvertrag").

Die unterzeichnende Commerzbank Aktiengesellschaft, Filiale Luxemburg (vormals Dresdner Bank AG, Niederlassung Luxemburg), eine Filiale der Commerzbank Aktiengesellschaft, welche unter dem Recht der Bundesrepublik Deutschland mit Geschäftsanschrift Kaiserplatz, 60311 Frankfurt am Main, Deutschland, besteht und unter HRB 32000 eingetragen ist (der "Vollmachtgeber"), bevollmächtigt hiermit.

Katja Lehr
Gabriel Siebert
Anne Crayen
Dirk Brouwers
Matthias Töke
Sabrina Bremer
Alexander Hansen Diaz
Alexander Hössl
Andreas Jauch
Andrius Bielinis
Anna Carina Fischer
Berrit Roth
Björn Bronger
Christian Cranmore
Christopher Stahl
Constance Moorman
Diana Roif
Dominik Janson

Franziska Gösch
Friederike Ditzen
Gerd Hegele
Gerson Raiser
Helene Uffelman
Jacqueline Kusserow
Jan Welker
Johannes Fetz
Julian Wagner
Katarzyna Schwartz
Katharine Emilie Gurski
Kathrin Franck
Katrín Sohngen
Kerstin Otto
Mara Hellstern
Mariama Danfa
Markus Fischer
Markus Martin
Markus Reps
Marlien Teloken
Matthias Kammermann
Maximilian Spindler
Michelle Wiesner-Lameth
Moritz Kullmer
Nicolas Wessels
Nils Hala
Paul Bock
Peter Becker
Robin Haas
Ruth Rawas
Sara Thienhaus
Sebastian Diehl
Thorsten Schiffer
Tino Beuthan
Una Velickovic

each having their business address at Clifford
Chance Partnerschaftsgesellschaft, Mainzer
Landstrasse 46, 60325 Frankfurt am Main,
Germany

geschäftsansässig bei Clifford Chance
Partnerschaftsgesellschaft, Mainzer
Landstrasse 46, 60325 Frankfurt am Main,
Deutschland

(hereinafter referred to as the "**Attorneys**")

(nachstehend die "**Bevollmächtigten**" genannt)

and to each of the aforementioned persons
individually,

und zwar jede/n der Vorgenannten einzeln,

to represent the Principal in any way whatsoever
in connection with a notarial additional senior

den Vollmachtgeber in jeder Weise zu vertreten
im Zusammenhang mit einem notariellen

share pledge agreement relating to the shares in Alliance Medical GmbH with seat in Castrop-Rauxel, Germany, HRB 19894 of the local court of Dortmund, Germany, between, among others, Alliance Medical Limited as pledgor and the Principal and others as pledgees.

In addition, the Principal hereby grants,

by way of delegation of the powers of attorney granted to it as security trustee by the financial institutions listed in the ANNEX to this power of attorney in an intercreditor agreement dated 2 November 2007 (as amended and restated from time to time),

substitute power of attorney to the Attorneys, and to each of them individually,

to represent each of the financial parties listed in the ANNEX to this power of attorney in any way whatsoever in connection with the execution of the abovementioned additional senior share pledge agreement

This Power of Attorney includes the power to agree the terms of, and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations and registrations which are necessary or desirable in this context, whether without the observance of any form, in private written form (*private Schriftform*) or in notarial form

The Attorneys are authorised to make and accept all declarations which are connected in any manner whatsoever with the above and to take all further measures in connection therewith. The Attorneys are authorised to delegate this

nachrangigen Senior Geschäftsanteilsverpfändungsvertrag hinsichtlich der Geschäftsanteile an der Alliance Medical GmbH mit Sitz in Castrop-Rauxel, Deutschland, HRB 19894 des Amtsgerichts Dortmund, Deutschland, zwischen, unter anderen, Alliance Medical Limited als Pfandgeber und dem Vollmachtgeber und anderen als Pfandnehmern

Darüber hinaus erteilt der Vollmachtgeber hiermit,

auf der Grundlage der ihm als Sicherheitentreuhänder in einem Intercreditor Vertrag vom 2. November 2007 (in seiner jeweils gültigen Fassung) von den im ANNEX zu dieser Vollmacht aufgeführten Finanzierungsparteien erteilten Vollmacht,

Untervollmacht an die Bevollmächtigten, und zwar an jede/n der Bevollmächtigten einzeln, jede der im ANNEX zu dieser Vollmacht genannten Finanzierungsparteien in jeder Weise bei dem Abschluss des oben aufgeführten nachrangigen Senior Geschäftsanteilsverpfändungsvertrages zu vertreten

Die Bevollmächtigten sind bevollmächtigt, alle in diesem Zusammenhang erforderlichen oder zweckmäßigen Verträge und Änderungsverträge abzuschließen sowie alle Erklärungen abzugeben und zu empfangen und alle Rechtshandlungen vorzunehmen, die in diesem Zusammenhang erforderlich oder zweckmäßig sind, gleichgültig ob formlos, in privater Schriftform oder in notarieller Form

Die Bevollmächtigten sind berechtigt, alle mit den vorstehenden Angelegenheiten in irgendeiner Weise zusammenhängenden Erklärungen abzugeben und entgegenzunehmen und alle damit zusammenhängenden weiteren Maßnahmen zu treffen. Die Bevollmächtigten

Power of Attorney

The Principal undertakes to indemnify the Attorneys against all costs, claims, expenses and liabilities incurred by the Attorneys in connection with the exercise of the rights under this Power of Attorney

Any changes to the parties and/or amounts and/or dates in respect of the agreements referred to above shall not affect the Power of Attorney granted herewith

This Power of Attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. It expires on 31 December 2013, 23 59 o'clock

The German version of this Power of Attorney prevails

sind berechtigt, Untervollmacht zu erteilen

Der Vollmachtgeber verpflichtet sich, die Bevollmächtigten von allen Kosten, Forderungen, Ausgaben und Verbindlichkeiten freizustellen, die den Bevollmächtigten im Zusammenhang mit der Ausübung der durch diese Vollmacht verliehenen Rechte entstehen bzw. ihnen gegenüber geltend gemacht werden

Änderungen bezüglich der Parteien und/oder der Beträge und/oder des Datums des Vertragsschlusses im Zusammenhang mit den vorgenannten Verträgen wirken sich nicht auf die hiermit erteilte Vollmacht aus

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland und wird in Übereinstimmung mit dem Recht der Bundesrepublik Deutschland ausgelegt. Sie erlischt am 31. Dezember 2013, 23 59 Uhr

Maßgeblich ist die deutsche Fassung dieser Vollmacht

Luxembourg, 6 August 2013 / Luxemburg, den 6 August 2013

Commerzbank Aktiengesellschaft, Filiale Luxemburg

by

Name Gérard Kolodziej

Title Associate

Name Marcus Gögler

Title Assistant Vice President

ANNEX

Name	Location of lending office	Registered office
COMMERZBANK AG LONDON BRANCH	30 Gresham Street London EC2V 7PG United Kingdom	30 Gresham Street London EC2V 7PG United Kingdom
JPMORGAN CHASE BANK, NA	25 Bank Street London E14 5JP United Kindom	25 Bank Street London E14 5JP United Kingdom
LEOPARD CLO I BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO II BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO III BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO IV BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
LEOPARD CLO V BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost, The Netherlands
M&G BROAD EUROPEAN LOAN FUND	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G DEBT OPPORTUNITIES FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G INDEPENDENT EUROPEAN LOAN FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G FOCUSED EUROPEAN LOAN FUND LTD	78 Sir John Rogerson's Quay, Dublin 2	78 Sir John Rogerson's Quay, Dublin 2

COMMERZBANK

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Filiale Luxemburg

Name	Location of lending office	Registered office
	Ireland	Ireland
M&G ACTIVE EUROPEAN LOAN FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M&G EUROPEAN LOAN FUND LIMITED	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M & G SLK EUROPEAN LOAN FUND LTD.	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M & G PROGRESSIVE EUROPEAN LOAN FUND LTD	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
M & G DYNAMIC EUROPEAN LOAN FUND LTD	78 Sir John Rogerson's Quay, Dublin 2 Ireland	78 Sir John Rogerson's Quay, Dublin 2 Ireland
PANTHER CDO IV BV	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost The Netherlands	Luna Arena Herikerbergweg 238 1101 CM Amsterdam Zuidoost The Netherlands
QATAR NATIONAL BANK SAQ	51 Grosvenor Street London W1K 3HH United Kingdom	51 Grosvenor Street London W1K 3HH United Kingdom
SHELL PENSION TRUST LIMITED AS TRUSTEE OF THE SHELL CONTRIBUTORY PENSION FUND	Shell Centre, London SE1 7NA United Kingdom	Shell Centre London SE1 7NA United Kingdom
SKANDINAVISKA ENSKILDA BANKEN AB	2 Cannon Street London EC4M 6XX United Kingdom	Kungstradgardsgatan 8, 106 40 Stockholm Sweden
STICHTING SHELL PENSIONENFONDS AB	Bogaardplein 41 2284 DP Rijswijk Z H The Netherlands	Bogaardplein 41 2284 DP Rijswijk Z H The Netherlands
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND	Burlington Plaza 2 Burlington Road Dublin 4 Ireland	40 Mespil Road Dublin 4 Ireland
THE PRUDENTIAL ASSURANCE COMPANY LIMITED	Laurence Pountney Hill London EC4R OHH United Kingdom	Laurence Pountney Hill London EC4R OHH United Kingdom