

13 2 4 4 9 / 13  
**MG01**

## Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

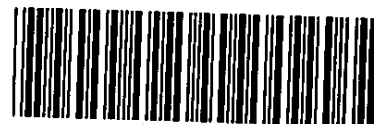
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

TUESDAY



LD3

\*L9DFIS95\*

08/03/2011

COMPANIES HOUSE

4

**1**

### Company details

Company number

0 2 1 2 8 8 9 7

Company name in full

Alliance Medical Limited (the "Pledgor")

27

For official use



**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2**

### Date of creation of charge

Date of creation

d1 d7 m0 m2 y2 y0 y1 y1

**3**

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Additional senior share pledge agreement (the "**Security Agreement**") dated 17 February 2011  
relating to shares in Alliance Medical GmbH between, among others, the Pledgor and  
Commerzbank Aktiengesellschaft, Filiale Luxemburg as the agent and the security trustee (the  
"**Security Trustee**" or "**Agent**"), for, among others, the Finance Parties

**4**

### Amount secured

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

Amount secured

The Secured Obligations, where "**Secured Obligations**" is defined  
as meaning 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 part  
of them) would constitute unlawful financial assistance within the  
meaning of sections 677 to 679 of the Companies Act 2006 or any  
applicable law. The Secured Obligations shall include any obligation  
based on unjust enrichment or tort

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

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

Name Please see attached continuation pages

Address

Postcode

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars Please see attached continuation pages

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance  
or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Lundatens LLP

X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Nana Darko

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following.**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

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



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales.**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Alliance Medical Limited. Company Number: 02128897</b> <span style="float: right;"><b>Continuation page (1)</b></span></p> <p><b>Mortgagee or person entitled to the Charge</b></p> <p><b>Name.</b> Commerzbank Aktiengesellschaft, Filiale Luxemburg (as agent and security trustee for, among others, the Finance Parties)</p> <p><b>Address:</b> 6a, route de Trèves, 2633 Senningerberg, Grand Duchy of Luxembourg</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Alliance Medical Limited. Company Number: 02128897</b> <span style="float: right;"><b>Continuation page (2)</b></span></p> <p><b>The Pledges</b></p> <p><b>1</b> The Pledgor pledged to each of the Pledgees the Shares together with all ancillary rights and claims associated with the Shares (each a "<b>Pledge</b>" and together the "<b>Pledges</b>")</p> <p><b>2</b> The Pledges constituted by the Security Agreement include</p> <p><b>2.1</b> the present and future rights to receive</p> <p style="padding-left: 40px;">(a) dividends attributable to the Shares, if any, and</p> <p style="padding-left: 40px;">(b) liquidation proceeds, redemption proceeds, repaid capital in case of a capital decrease, any compensation in case of termination and/or withdrawal of a shareholder of the Company, the surplus in case of surrender, any repayment claim for any additional capital contributions and all other pecuniary claims associated with the Shares,</p> <p><b>2.2</b> the right to subscribe for newly issued shares, and</p> <p><b>2.3</b> 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 or partial profit transfer agreement which may be entered into between the Pledgor and the Company), if applicable</p> <p><b>2.4</b> Notwithstanding that the dividends are pledged under the Security Agreement, 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 under the Security Agreement pursuant to Clause 7 (<i>Enforcement of the Pledges</i>) of the Security Agreement</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Alliance Medical Limited. Company Number: 02128897**

**Continuation page (3)**

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

**"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 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 of the local court of Dortmund under HRB 19894

**"Deed of Amendment and Restatement"** means the deed of amendment and restatement entered into on 17 February 2011 between, among others, the Original Borrower, the Agent and the Security Trustee which was entered into so as to amend and restate the Original Senior Facilities Agreement

**"Existing Share"** means one share with a nominal amount of EUR 25,000 held by the Pledgor in the Company on the date of the Security Agreement

**"Finance Documents"** means the Deed of Amendment and Restatement, the Senior Facilities 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 under the Security Agreement by way of (i) transfer of the Pledges by operation of law following the transfer or assignment (including by way of novation or assumption) of any part of the Secured Obligations from any Original Pledgee or Future Pledgee (as defined under the Security Agreement) to such future pledgee and/or (ii) accession to the Security Agreement pursuant to sub-Clause 3.3 of the Security Agreement as a 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) or otherwise

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Alliance Medical Limited. Company Number. 02128897**

**Continuation page (4)**

**"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

**"ICA Amendment Agreement"** means the intercreditor amendment and restatement agreement dated 17 February 2010 between, *inter alia*, the Agent and the Security Trustee and the Original Borrower and others as original debtors which was entered into so as to amend and restate the Intercreditor Agreement

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

**"Original Borrower"** means Alliance Medical Acquisitionco Limited (formerly DIC Alliance Acquisitionco Limited), a private limited company incorporated in the UK with registered number 06412789

**"Original Guarantor"** means Alliance Medical Acquisitionco Limited (formerly DIC Alliance Acquisitionco Limited), a private limited company incorporated in the UK with registered number 06412789

**"Original Intercreditor Agreement"** means the intercreditor agreement dated 2 November 2007 between, *inter alia*, DIC Alliance Midco Limited, the Original Borrower, the Agent and the Security Trustee and others (as amended by amendment and restatement agreements dated 4 December 2007 and 13 December 2007 and as further amended, varied, novated, supplemented, superseded or extended from time to time)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Alliance Medical Limited Company Number: 02128897</b> <span style="float: right;"><b>Continuation page (5)</b></span></p> <p><b>"Original Lenders"</b> means the parties set out in Schedule 1 (<i>List of Lenders</i>) to the Security Agreement</p> <p><b>"Original Pledgees"</b> means the Security Trustee and the Original Lenders</p> <p><b>"Original Senior Facilities Agreement"</b> means a EUR 214,000,000 and GBP 235,870,236 senior facilities agreement dated 2 November 2007 between, inter alia, the Original Borrower, 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)</p> <p><b>"Parallel Obligations"</b> means the independent obligations of any of the Obligor 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</p> <p><b>"Pledgees"</b> means the Original Pledgees and the Future Pledgees, and <b>"Pledgee"</b> means any of them</p> <p><b>"Security Documents"</b> means any security document relating to the Senior Facilities Agreement</p> <p><b>"Senior Facilities Agreement"</b> means the Original Senior Facilities Agreement as amended by the Deed of Amendment and Restatement and as further amended, varied, novated, supplemented, superseded or extended from time to time</p> <p><b>"Shares"</b> means the Existing Share and the Future Shares</p>	

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### Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

**Alliance Medical Limited. Company Number: 02128897**

**Continuation page (6)**

**Note (2):** The Security Document provides that

The Pledgor has a nominal share capital of EUR 25,000 which consists of one share with a nominal amount of EUR 25,000. The Pledgor is the owner of the Existing Share and is registered as such in the shareholders list of the Company as filed with the commercial register.

For the purposes of this Note (2) please see the definitions in Note (1)

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Alliance Medical Limited. Company Number: 02128897**

**Continuation page (7)**

**Note (3):** The Security Document provides that

#### **General Undertakings**

The Pledgor undertook to each of the Pledgees

(i) 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 of the Security Agreement) or defeat, impair or circumvent the rights of the Pledgees except as permitted by the Pledgees (acting through the Security Trustee),

(ii) 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 the Security Agreement and save for the Existing Pledges, and

(iii) to refrain from any acts or omissions, the purpose or effect of which is or would be the Shares ceasing to exist during the term of the Security Agreement

For the purposes of this Note (3), please see the definitions on Note (1) and in addition

**"Additional Mezzanine Pledges"** has the meaning given to that term in the Security Agreement

**"Additional Senior Pledges"** has the meaning given to that term in the Security Agreement

**"Existing Pledges"** means the Senior Pledges and the Mezzanine Pledges

**"Mezzanine Pledges"** means the Original Mezzanine Pledges and the Additional Mezzanine Pledges

**"Original Mezzanine Pledges"** has the meaning given to that term in the Security Agreement

**"Original Senior Pledges"** has the meaning given to that term in the Security Agreement

**"Senior Pledges"** means the Original Senior Pledges and the Additional Senior Pledges



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2128897  
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ADDITIONAL SENIOR SHARE  
PLEDGE AGREEMENT DATED 17 FEBRUARY 2011 AND  
CREATED BY ALLIANCE MEDICAL LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS  
(OR ANY OF THEM) TO THE PLEDGEEES OR ANY OF THEM  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 8 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MARCH 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES