

MG02

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



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

☒ **What this form is NOT for**
You cannot use this form to
register a statement of satisfaction
in full or in part of a fixed charge
company registered in Scotland.
If you do this, please use form M

FRIDAY



A08 02/03/2012 #288
COMPANIES HOUSE

1	Company details	For official use
Company number	0 3 5 7 7 9 2 8	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	APTUIT (WALES) LIMITED	

2	Creation of charge	① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. "Legal charge" ② The date of registration may be confirmed from the certificate
Date charge created	3 0 0 9 2 0 0 9	
Description ①	SECURITY OVER SHARES AGREEMENT	
Date of registration ②	2 0 1 0 2 0 0 9	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	General Electric Capital Corporation	
Address	17th Floor, 500 West Monroe Street, Chicago, Illinois, USA	
Postcode	6 0 6 6 1	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see the attached continuation pages.

5**Satisfaction of the debt**I confirm that the debt for which the charge described above was given has
been paid or satisfied ①☒ In full☐ In part.

① Please tick one box only

6**Signature**

Please sign the form here

Signature

Signature

X

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

X

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Presenter information

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

Contact name Emma Thompson (334926-1)

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

Country/Region

Postcode L S 1 4 B Y

Country

CX DX. 12017 LEEDS

Telephone 08700 111 111



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form



Important information

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



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>The Chargor has charged the Charged Portfolio, with full title guarantee and by way of a first fixed charge, in favour of the Trustee for the payment and discharge of all of the Secured Obligations.</p> <p style="text-align: center;">Schedule 3 - Definitions</p> <p>"Administrative Agent" means General Electric Capital Corporation, or any of its Affiliates, in its capacity as administrative agent for the Lenders under the Loan Documents;</p> <p>"Affiliate" means, with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified;</p> <p>"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04 of the Facility Agreement) and accepted by the Administrative Agent, in the form of Exhibit A to the Facility Agreement or any other form approved by the Administrative Agent;</p> <p>"Borrowers" means the U.S. Borrower or either or both U.K. Borrowers, as the context requires, and "Borrowers" means the U.S. Borrower and the U.K. Borrowers together,</p> <p>"Cash Management Agreement" means any agreement governing the provision of treasury or cash management services, including netting services, deposit accounts, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, Lockbox, account reconciliation and reporting and trade finance services and foreign exchange agreements,</p> <p>"Charged Portfolio" means the Shares and the Related Assets.</p> <p>"Collateral Agent" means General Electric Capital Corporation or any of its Affiliates, in its capacity as collateral agent and trustee on behalf of the Lenders, the Issuing Bank, each counterparty that is a Lender or an Affiliate of a Lender to any Swap Agreement or Cash Management Agreement with a Loan Party the obligations under which constitute obligations under the Collateral Agreement and the successors and assigns of each of the foregoing.</p> <p>"Collateral Agreement" means the amended and restated guarantee and collateral agreement among the Domestic Loan Parties and the Collateral Agent, substantially in the form of Exhibit C to the Facility Agreement;</p> <p>"Collateral and Guarantee Requirement" has the meaning given to that term in the Facility Agreement;</p> <p>"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlled" has a meaning correlative thereto;</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Co-Syndication Agents" means Citicorp North America, Inc. and Wachovia Bank, National Association;</p> <p>"Dollar Revolving Loan" has the meaning assigned to such term in Section 2.01(a) of the Facility Agreement;</p> <p>"Domestic Collateral Documents" means the Collateral Agreement, the Domestic Mortgages and each other security document, pledge agreement or other document or instrument delivered in accordance with the Collateral Agreement and Domestic Mortgages and applicable local laws to grant a valid security interest or Lien in any property as collateral for the Domestic Obligations and any other document or instrument utilised to pledge or grant or purporting to pledge or grant a security interest or Lien on any property as collateral for the Domestic Obligations,</p> <p>"Domestic Guarantors" means (i) Holdings, (ii) each Subsidiary listed on Schedule 1.01(d) to the Facility Agreement and (iii) each other Domestic Subsidiary that becomes a Domestic Guarantor pursuant to Section 5.12 of the Facility Agreement until, in each case, such Person ceases to be a Domestic Guarantor in accordance with the Loan Documents;</p> <p>"Domestic Loan Parties" means the U.S. Borrower and the Domestic Guarantors;</p> <p>"Domestic Mortgages" means an agreement, including, but not limited to, a mortgage, deed of trust, assignment of leases and rents, leasehold mortgage, leasehold deed of trust or any other document, creating and evidencing a Lien on a Domestic Mortgaged Property, which shall be substantially in the form of Exhibit E-1 to the Facility Agreement or other form reasonably satisfactory to the Administrative Agent, in each case, with such schedules and including such provisions as shall be necessary to conform such document to applicable local law or as shall be customary under applicable local law,</p> <p>"Domestic Mortgaged Property" means (a) each Real Property (as such term is defined in the Facility Agreement) identified as a Domestic Mortgaged Property on Schedule 1.01(e) to the Facility Agreement and (b) each Real Property (as such term is defined in the Facility Agreement), if any, owned by a Domestic Loan Party which shall be subject to a Domestic Mortgage delivered after the Effective Date pursuant to Section 5.13 of the Facility Agreement,</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p> "Domestic Obligations" means (a) all obligations from time to time arising under or in respect of the due and punctual payment of the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Term Loans, Dollar Revolving Loans, Swingline Loans and Letters of Credit, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise; (b) to the extent not constituting Foreign Obligations, all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) under the Facility Agreement and the other Loan Documents, and (c) the due and punctual payment and performance in full of all obligations of the Domestic Loan Parties under each Swap Agreement or Cash Management Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement or Cash Management Agreement is entered into; </p> <p> "Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia; </p> <p> "Effective Date" means 30 September 2005; </p> <p> "English Law Debenture" means either (a) an amended and restated debenture entered into by the Collateral Agent and Aptuit (Wales) Limited on 30 November 2007, (b) an amended and restated debenture entered into by the Collateral Agent and Aptuit (Deeside) Limited on 30 November 2007, (c) an amended and restated debenture entered into by the Collateral Agent and Aptuit (Edinburgh) Limited on 30 November 2007 or (d) in the case of any Person that is organized under the laws of England and Wales that becomes a Foreign Loan Party after the Restatement Effective Date, an English Law Debenture substantially in the form of Exhibit II to the Facility Agreement, entered into by the Collateral Agent and such Foreign Loan Party dated on or about the date such Person becomes a Foreign Loan Party, and "English Law Debentures" means all of them; </p>

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Short particulars	<p data-bbox="387 432 1027 459">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="387 568 1447 860"> "English Law Share Charge" means (a) an amended and restated share charge entered into by Aptuit, Inc. in respect of the shares held in Aptuit (Edinburgh) Limited in favour of the Collateral Agent dated 30 November 2007, (b) an amended and restated share charge entered into by Aptuit, Inc. in respect of the shares held in Aptuit (Wales) Limited in favour of the Collateral Agent dated 30 November 2007 or (c) in the case of any Person that becomes a Foreign Loan Party after the Restatement Effective Date, an English Law Share Charge substantially in the form of Exhibit I to the Facility Agreement, entered into by such other Foreign Loan Party in respect of the shares held in such Person in favour of the Collateral Agent dated on or about the date such Person becomes a Foreign Loan Party, and "U.K. Share Charges" means all of them, </p> <p data-bbox="387 891 1447 1106"> "Existing Credit Agreement" means the revolving credit agreement dated 30 September 2005 among the Borrowers, Holdings, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A. as administrative agent and collateral agent, Citicorp North America, Inc. as syndication agent, and Wachovia Bank, National Association, as documentation agent (as amended by the First Amendment dated September 21, 2006, the Second Amendment dated November 20, 2006 the Third Amendment dated January 26, 2007, the Fourth Amendment dated March 16, 2007, the Fifth Amendment dated May 20, 2007, and the Sixth Amendment dated June 17, 2007; </p> <p data-bbox="387 1137 1447 1184"> "Euro Revolving Loan" has the meaning assigned to such term in Section 2.01(b) of the Facility Agreement; </p> <p data-bbox="387 1216 1447 1406"> "Facility Agreement" means the amended and restated credit facility agreement dated 30 November 2007 made between, amongst others, the UK Borrowers, the U.S. Borrower, Aptuit Holdings, Inc., General Electric Capital Corporation as Administrative Agent and Collateral Agent and Citicorp North America, Inc. and Wachovia Bank, National Association, as Co-Syndication Agents and JPMorgan Chase Bank, NA. as Documentation Agent each as defined therein and as amended, varied, novated or supplemented from time to time; </p> <p data-bbox="387 1438 1447 1702"> "Foreign Collateral Documents" means the English Law Debentures, the Foreign Mortgages, the English Law Share Charges, the Scottish Law Bond and Floating Charge, the Scottish Law Share Charge and each other security document, pledge agreement or other document or instrument delivered in accordance with the English Law Debentures, the English Law Share Charges, the Scottish Law Bond and Floating Charge, the Scottish Law Share Charge and the Foreign Mortgages and applicable local laws to grant a valid security interest or Lien in any property as collateral for the Foreign Obligations and any other document or instrument utilised to pledge or grant or purporting to pledge or grant a security interest or Lien on any property as collateral for the Foreign Obligations; </p>

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Foreign Guarantors" means (i) each of the Domestic Loan Parties, (ii) each Subsidiary listed on Schedule 1.01(f) to the Facility Agreement and (iii) each other Subsidiary that becomes a Foreign Guarantor pursuant to Section 5.12 of the Facility Agreement until, in each case, such Person ceases to be a Foreign Guarantor in accordance with the Loan Documents; provided, however, that Aptuit (Singapore) Private Limited and Almedica GmbH shall be deemed not to be Foreign Guarantors for the purposes of the Facility Agreement;</p> <p>"Foreign Loan Parties" means, collectively, the U.K. Borrowers and the Foreign Guarantors;</p> <p>"Foreign Mortgage" means an agreement, including, but not limited to, a mortgage, debenture, standard security, deed of trust, assignment of leases and rents, leasehold mortgage, leasehold deed of trust or any other document, creating and evidencing a Lien on a Foreign Mortgaged Property, which shall be in the form of Exhibit E-2 to the Facility Agreement or such other form reasonably satisfactory to the Administrative Agent, in each case, with such schedules and including such provisions as shall be necessary to conform such document to applicable foreign law or as shall be customary under applicable foreign law;</p> <p>"Foreign Mortgaged Property" means (a) each Real Property (as such term is defined in the Facility Agreement) owned by a Foreign Loan Party (other than a Domestic Loan Party) identified as a Foreign Mortgaged Property on Schedule 1.01(g) to the Facility Agreement and (b) each Real Property (as such term is defined in the Facility Agreement) owned by a Foreign Loan Party (other than a Domestic Loan Party), if any, which shall be subject to a Foreign Mortgage after the Restatement Effective Date pursuant to Section 5.12 of the Facility Agreement;</p> <p>"Foreign Obligations" means (a) all obligations from time to time arising under or in respect of the due and punctual payment of the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Euro Revolving Loans and Swingline Loans made and Letters of Credit issued to or for the account of the U.K. Borrowers, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise; (b) to the extent not constituting Domestic Obligations, all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) under the Facility Agreement and the other Loan Documents in respect of Euro Revolving Loans, Swingline Loans made and Letters of Credit issued to or for the account of the U.K. Borrowers; and (c) the due and punctual payment and performance in full of all obligations of each Foreign Loan Party (other than any Domestic Loan Party) under each Swap Agreement or Cash Management Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement or Cash Management Agreement is entered into;</p>

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Short particulars	<p>"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time, subject to the provisions of Section 1.04 of the Facility Agreement;</p> <p>"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;</p> <p>"Guarantor" means each Domestic Guarantor and each Foreign Guarantor (other than any Inactive Subsidiary for which the Borrowers have not satisfied the Collateral and Guarantee Requirement);</p> <p>"Holdings" means Aptuit Holdings, Inc;</p> <p>"Inactive Subsidiary" has the meaning assigned to such term in the Facility Agreement,</p> <p>"Issuing Bank" means (a) JPMorgan Chase Bank, N A, including without limitation, with respect to Letters of Credit issued under the Existing Credit Agreement and outstanding on the Restatement Effective Date, or (b) such other Lender designated as an "Issuing Bank" pursuant to Section 2.05 (k) of the Facility Agreement. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate;</p> <p>"Lenders" means the Persons listed on Schedule 2.01 to the Facility Agreement and any other Person that shall have become a party to the Facility Agreement pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party thereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender;</p> <p>"Letters of Credit" means any letter of credit issued pursuant to the Facility Agreement,</p> <p>"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge, standard security, assignment in security or security interest in, on or of such asset or other arrangement to provide priority or preference with respect to such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party (other than customary rights of first refusal and tag, drag and similar rights in joint venture agreements (other than any such agreement in respect of any subsidiary)) with respect to such securities;</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Loan Documents" means the Facility Agreement, the promissory notes, if any, executed and delivered pursuant to Section 2.09(e) of the Facility Agreement, and the Security Documents;</p> <p>"Loan Parties" means each of Holdings, the Borrowers, the Guarantors and the Permitted Joint Venture Loan Parties, and "Loan Parties" means all of them,</p> <p>"Loans" means the loans made by the Lenders to the Borrowers pursuant to the Facility Agreement and any loans made by the Lenders to the Borrowers that are outstanding under the Existing Credit Agreement on the Restatement Effective Date (which loans shall remain outstanding hereunder on the terms set forth herein);</p> <p>"Obligations" means the Domestic Obligations and the Foreign Obligations,</p> <p>"Permitted Joint Venture" has the meaning assigned to such term in the Facility Agreement;</p> <p>"Permitted Joint Venture Loan Party" means any Permitted Joint Venture which (a) is a subsidiary of any Borrower or any Guarantor and (b) satisfies the terms of the Collateral and Guarantee Requirement;</p> <p>"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other legal entity;</p> <p>"Perfection Certificate" means a certificate in the form of Exhibit G to the Facility Agreement or any other form approved by the Collateral Agent;</p> <p>"Related Assets" means all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise);</p> <p>"Restatement Effective Date" means the date on which the conditions specified in Section 4.01 of the Facility Agreement are satisfied (or waived);</p> <p>"Scottish Law Bond and Floating Charge" means either (a) a bond and floating charge in form and substance reasonably satisfactory to the Administrative Agent and Collateral Agent, entered into by the Collateral Agent and Aptuit (Glasgow) Limited on or about the date hereof or (b) in the case of any Person that is organized under the laws of Scotland that becomes a Foreign Loan Party after the Restatement Effective Date, a Scottish Law Bond and Floating Charge, in form and substance reasonably satisfactory to the Administrative Agent and Collateral Agent, entered into by the Collateral Agent and such Foreign Loan Party dated on or about the date such Person becomes a Foreign Loan Party, and "Scottish Law Bond and Floating Charge" means all of them;</p>

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Short particulars	<p data-bbox="387 434 1027 461">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="387 573 1449 667">"Scottish Law Share Charge" means a share charge entered into by Aptuit (Edinburgh) Limited in respect of the shares held in Aptuit (Glasgow) Limited in favour of the Collateral Agent dated on or about the date hereof;</p> <p data-bbox="387 701 1449 819">"Security Documents" means the Perfection Certificate, the Domestic Collateral Documents, the Foreign Collateral Documents and each other security agreement or other instrument or document executed and delivered pursuant to Section 5.12 or Section 5.13 of the Facility Agreement to secure any of the Obligations;</p> <p data-bbox="387 853 1449 972">"Secured Parties" means the Lenders, the Trustee, the Administrative Agent, the Issuing Bank, each counterparty that is a Lender or an Affiliate of a Lender to any Swap Agreement or Cash Management Agreement with a Loan Party the obligations under which constitute Obligations and the successors and assigns of each of the foregoing.</p> <p data-bbox="387 1005 1449 1075">"Shares" means all of the shares in the share capital of Aptuit (Edinburgh) Limited (company number 05277708) held by, to the order or on behalf of the Chargor at any time;</p> <p data-bbox="387 1108 1449 1368">"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held;</p> <p data-bbox="387 1402 1449 1615">"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of any Borrower or any Subsidiary shall be a Swap Agreement;</p> <p data-bbox="387 1648 1449 1792">"Swingline Lender" means General Electric Capital Corporation, in its capacity as lender of Swingline Loans under the Facility Agreement. The Swingline Lender may, in its discretion, arrange one or more Swingline Loans to be made by Affiliates of the Swingline Lender, in which case the term "Swingline Lender" shall include any such Affiliate with respect to Swingline Loans made by such Affiliate;</p>

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Short particulars	<p>"Swingline Loan" means a Loan made pursuant to Section 2.04 of the Facility Agreement;</p> <p>"Term Loan" means a Loan made pursuant to Section 2.01(c) of the Facility Agreement,</p> <p>"Trustee" means General Electric Capital Corporation as trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement, and shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facility Agreement;</p> <p>"UK Borrower" and together "U.K Borrowers", means Aptuit (Edinburgh) Limited and Aptuit (Deeside) Limited;</p> <p>"U.S Borrower" means Aptuit, Inc</p> <p>(Unless otherwise defined, all capitalised terms shall have the meanings ascribed to them in the Security over Shares Agreement and/or the Facility Agreement, as the case may be).</p>

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