



Registration of a Charge

Company name: **HOLLAND & BARRETT INTERNATIONAL LIMITED**

Company number: **04515115**



X56FF9LU

Received for Electronic Filing: **06/05/2016**

Details of Charge

Date of creation: **05/05/2016**

Charge code: **0451 5115 0001**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description: **INTELLECTUAL PROPERTY: SEE CLAUSE 3.6 OF THE CHARGE, WHICH CREATES A FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE CHARGE), SUCH AS: OWNER TRADEMARK APP. NO. REG. NO. STATUS COUNTRY FILING DATE REG. DATE HOLLAND & BARRETT INTERNATIONAL LIMITED AROMAPPEAL 9177551 9177551 REGISTERED EUROPEAN COMMUNITY 15-JUN-10 03-FEB-11 HOLLAND & BARRETT INTERNATIONAL LIMITED BODY FORTRESS 6882948 6882948 REGISTERED EUROPEAN COMMUNITY 01-MAY-08 08-JUN-10 HOLLAND & BARRETT INTERNATIONAL LIMITED CARB COUNT 3588969 3588969 REGISTERED EUROPEAN COMMUNITY 30-DEC-03 06-APR-05 PLEASE ALSO SEE SCHEDULE 5 (SPECIFIED INTELLECTUAL PROPERTY) TO THE CHARGE FOR FURTHER DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4515115

Charge code: 0451 5115 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2016 and created by HOLLAND & BARRETT INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2016 .

Given at Companies House, Cardiff on 9th May 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CONFIDENTIAL

EXECUTION VERSION

Dated 5 May 2016

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Holland & Barrett International Limited
(and others as Chargors)

Sign & Dated Norton Rose Fulbright LLP
5 MAY 2016 and

Bank of America, N.A.
(as Administrative Agent)

Debenture

 **NORTON ROSE FULBRIGHT**

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Debenture

Dated 5 May 2016

Between

- (1) **Holland & Barrett International Limited** registered in England with number 04515115 (the **Company**);
- (2) **The Companies** (if any) identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **Bank of America, N.A.** as agent and trustee for the Secured Parties (the **Administrative Agent**).

Recitals

- (A) The Lenders have agreed to make credit facilities available on the terms of the Credit Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities to the Secured Parties.
- (C) The Chargors and the Administrative Agent intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Blocked Accounts means the bank accounts of the Chargors, specified in Part I of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Company and the Administrative Agent may designate as "Blocked Accounts" in writing.

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the Blocked Accounts and the Other Accounts.

Credit Agreement means the credit agreement dated on or about the date of this deed and made between NBTY, Inc., Alphabet Holding Company, Inc. and certain of its subsidiaries (including the Chargors) (as Borrowers or Guarantors), various lenders (as Lenders) and Bank of America, N.A. (as Administrative Agent, Issuing Bank, Swingline Lender and Lender).

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 (*Deed of Accession*).

Default Rate means the rate specified in section 2.08(d) of the Credit Agreement.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, computers and office and other equipment, other than motor vehicles, and the benefit of all related authorisations, agreements and warranties.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest but excluding any third party liability or public liability insurance and any directors and officers insurance.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade-marks, service marks, trade names, domain names, rights in designs, utility models, database rights, copyrights (including in software), rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, confidential or secret processes and information, confidential know-how or trade secrets and any other rights and assets of a similar nature; and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above

arising or subsisting in any jurisdiction and whether registered or not.

Investments means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act.

Other Accounts means the bank accounts of the Chargors, specified in Part II of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Company and the Administrative Agent may designate as "Other Accounts" in writing.

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Administrative Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I.

2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Secured Liabilities means Obligations (as such term is defined in the Credit Agreement) of each UK Loan Party, including all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each UK Loan Party to the Secured Parties under the Loan Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (or its equivalent in any other jurisdiction).

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means all assets of each Chargor the subject of any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the credit facilities provided under the Credit Agreement in relation to any Loan Party.

Shares means all shares owned by any Chargor in its Subsidiaries.

Specified Intellectual Property means the registered Intellectual Property Rights (if any) specified in Schedule 6 (*Specified Intellectual Property*) and/or in the Schedule to any Deed of Accession.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) **an authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) any **Loan Document** or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety)

for the payment or repayment of money, whether present or future, actual or contingent;

- (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Loan Party only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vii) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (ix) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.
 - (c) Capitalised terms and expressions defined in the Credit Agreement have the same meaning when used in this Deed unless the context requires otherwise or unless otherwise defined in this Deed.
 - (d) The terms of the other Loan Documents and of any side letters between any parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (e) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.
 - (f) The rights expressly conferred on each of the Secured Parties, each Receiver and each officer of the Administrative Agent or a Receiver under this Deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999. No other rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the parties hereto by any other person.
 - (g) In the event of any inconsistency or conflict between this Deed on the one hand and the Credit Agreement and/or the ABL Intercreditor Agreement on the other, the Credit Agreement and/or the ABL Intercreditor Agreement (as applicable) shall prevail.

2 Covenant to pay

Each Chargor covenants with the Administrative Agent as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due in the manner provided for

in the relevant Loan Document.

3 Creation of Security

3.1 Shares

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.2 Investments

Each Chargor mortgages or (if and to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,
including those held for it by any nominee.

3.3 Equipment

Each Chargor charges by way of fixed charge all Equipment.

3.4 Book Debts

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.5 Blocked Accounts

Each Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them.

3.6 Intellectual Property Rights

Each Chargor charges by way of fixed charge all of its owned Intellectual Property Rights, including all royalties and other rights of every kind relating to or deriving from such owned Intellectual Property Rights.

3.7 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.8 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.9 Authorisations

Each Chargor charges by way of fixed charge the benefit of all authorisations held by it in relation to any Security Asset.

3.10 Insurance

Each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

3.11 Other assets

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.12 Trust

- (a) If or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited, or requires the consent or waiver of a third party or satisfaction of a condition each Chargor holds it on trust for the Administrative Agent.
- (b) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 (*Creation of Security*) and the trust referred to in paragraph (a) shall terminate.
- (c) There shall be excluded from the fixed charges created in Clause 3 (*Creation of Security*) any Excluded Property.

4 Nature of Security Created

The Security created under this Deed is created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) and subject to Clause 3.12(c) (*Trust*) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Administrative Agent as agent and trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Conversion of Floating Charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Administrative Agent may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Administrative Agent considers (acting reasonably and in good faith) that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other legal process or otherwise to be in jeopardy.

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained (including any preliminary decision or investigation), under section 1A of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by a Chargor under this Deed will convert automatically into a fixed charge:

- (a) if the Administrative Agent receives notice of an intention to appoint an administrator of that Chargor from any person entitled to give such notice;
- (b) if any formal steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any material part of its assets, or if such person is appointed, unless such steps are permitted by the terms of the Credit Agreement;
- (c) if that Chargor creates or attempts to create any Security over all or any of the Security Assets (other than Permitted Liens);
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of any material Security Asset under any form of distress, sequestration, execution or other legal process; and
- (f) in any other circumstances prescribed by law.

6 Restrictions

No Chargor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than Permitted Liens or as otherwise permitted by the Loan Documents or with the consent of the Administrative Agent; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for disposals:

- (i) in the ordinary course of trade of any Security Asset subject to the floating charge created by clause 3.11 (*Other assets*);
- (ii) as otherwise permitted by the Loan Documents; or
- (iii) with the consent of the Administrative Agent.

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this clause 7 to the Administrative Agent and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with the Credit Agreement with reference to the facts and circumstances then existing.

7.2 Shares

All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 3 (*Shares*).

7.3 Specified Intellectual Property

The details of the Specified Intellectual Property appearing or referred to in Schedule 5 (*Specified Intellectual Property*):

- (a) are true, accurate, and complete in all material respects; and
- (b) no Chargor is the owner of any material registered Intellectual Property which is not identified in that Schedule.

8 Undertakings

8.1 Duration

The undertakings in this Clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Administrative Agent and the Secured Parties.

8.2 Book Debts and receipts

Following the opening of a Blocked Account or Other Account (as applicable), each Chargor shall collect and realise its Book Debts and other monies and receipts and, save to the extent that the Administrative Agent otherwise agrees in writing (or as required or permitted by the terms of the Credit Agreement), pay the proceeds thus realised into a Blocked Account (in the case of each Borrower) or an Other Account (in the case of any other Chargor) and, pending such payment into such Charged Account, hold the proceeds thus realised upon trust for the Administrative Agent.

8.3 Blocked Account Arrangements

- (a) Each Borrower shall, within 90 days after the Closing Date (or such later period as the Administrative Agent shall agree in its reasonable discretion) or, in respect of any Blocked Account opened after such date, within 60 days (or such later date as the Administrative Agent may agree in its reasonable discretion) following the opening of

such Blocked Account:

- (i) serve notice upon the bank at which each Blocked Account is opened in respect of each Blocked Account in substantially the form set out in Part I of Schedule 2 (Forms of Notice to Banks and Acknowledgement); and
 - (ii) procure that the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 2 (Forms of Notice to Banks and Acknowledgement) or such other form acceptable to the Administrative Agent in its Permitted Discretion.
- (b) Each Borrower shall promptly notify the Administrative Agent of any renewal, renumbering or redesignation of any and all of the Blocked Accounts.

8.4 Bank Accounts

On and from the date of this Deed and until the Security Period expires in accordance with this Deed, unless otherwise permitted or not prohibited by the Credit Agreement, no Chargor shall maintain any bank accounts which are not Charged Accounts.

8.5 Shares and Investments

Each Chargor covenants that, at all times during the Security Period as soon as reasonably practicable after any Shares or Investments are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Administrative Agent (and in any event as soon as the Administrative Agent so requests), it shall deposit with the Administrative Agent, in respect of or in connection with those Shares or Investments:

- (a) all stock and share certificates and documents of or evidencing title (other than in respect of ; and
- (b) signed undated transfers, completed in blank,

all of which will be held by the Administrative Agent at the expense and risk of the Chargor. For the avoidance of doubt, the obligations of a Chargor set out in this Clause 8.5 shall not apply in respect of Shares in a Subsidiary which is not incorporated in England and Wales, nor in respect of Shares in an Excluded Subsidiary.

8.6 Intellectual Property

Until the occurrence of an Event of Default, each Chargor shall continue to have the right, in the ordinary course of its business, to:

- (a) deal with the Intellectual Property Rights and all contractual counterparties in respect thereof;
- (b) allow to lapse, decide not to register, cease to pursue any application in respect of, or otherwise deal in the Intellectual Property Rights; and
- (c) amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of the Intellectual Property Rights, in each case without reference to any Secured Party,

except as expressly prohibited by the Credit Agreement.

9 Shares and Investments

9.1 Before an Event of Default

Until an Event of Default occurs and the Administrative Agent has delivered a notice of intent to exercise remedies:

- (a) each Chargor shall pay all monies arising from the Distribution Rights relating to the Shares and Investments into:
 - (i) where such Chargor is a Borrower, a Blocked Account; or
 - (ii) otherwise, an Other Account; and
- (b) no Chargor shall exercise any voting and other rights and powers attached to the Shares and Investments in a manner which the Administrative Agent reasonably considers may materially prejudice the interests of the Secured Parties (taken as a whole) under the Loan Documents.

9.2 After an Event of Default

After an Event of Default occurs and following delivery by the Administrative Agent of a notice of intent to exercise remedies, each Chargor shall promptly pay over to the Administrative Agent all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Administrative Agent may direct.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by a Chargor under this Deed shall become enforceable on the occurrence of an Event of Default and while it is continuing.

10.2 Powers on enforcement

At any time after the Security created by a Chargor under this Deed has become enforceable, the Administrative Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice upon any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Administrative Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more

persons to be a Receiver or Receivers of all or any of the Security Assets; and

- (f) appoint an administrator of any Chargor.

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Administrative Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

- (a) The Administrative Agent or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed has become enforceable in the manner and order specified in the Credit Agreement and section 109(8) of the Act shall not apply.
- (b) Clause 10.4(a) will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

- (a) The Administrative Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Administrative Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Administrative Agent (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Administrative Agent under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Administrative Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

11.6 Delegation

- (a) The Administrative Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Administrative Agent) to any person any right, power or discretion exercisable by the Administrative Agent or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Administrative Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the Administrative Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

12 Protection of purchasers

No purchaser or other person dealing with the Administrative Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Administrative Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Administrative Agent, to any Receiver or to any other person.

13 Protection of the Secured Parties and Receivers

13.1 Exclusion of liability

None of the Administrative Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any

purchase of currencies; or

- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of bad faith, gross negligence or wilful misconduct on the part of that person.

13.2 General indemnity

Each Receiver and each of its officers and employees shall be deemed to be "Indemnitees" for the purposes of the indemnity contained in Article 10.05 (*Indemnification by the Borrower*) of the Credit Agreement.

13.3 Indemnity out of the Security Assets

The Administrative Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

13.4 Enforcement Expenses

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Administrative Agent, or any Receiver, attorney, manager, agent or other person appointed by the Administrative Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.

14 Further Assurances

14.1 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Administrative Agent may reasonably require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over the Security Assets; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Administrative Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act.

14.2 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14 (*Further Assurances*).

15 Power of Attorney

15.1 Appointment

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Administrative Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Administrative Agent; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default which is continuing or following the failure by that Chargor to comply with a request from the Administrative Agent in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed and such failure is not remedied within 20 Business Days of receipt of notice from the Administrative Agent of such failure.

15.2 Ratification

Each Chargor agrees, promptly on the request of the Administrative Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

16 Preservation of Security

16.1 Reinstatement

If any payment by a Chargor or any discharge given by the Administrative Agent (whether in respect of the obligations of any Chargor, any UK Loan Party or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Administrative Agent shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

16.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Administrative Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any UK Loan Party or other person;

- (b) the release of any other Chargor, any UK Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Chargor, any UK Loan Party or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, any UK Loan Party or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, any UK Loan Party or any other person;
- (e) any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

16.3 **Chargor intent**

Without prejudice to the generality of Clause 16.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

but, for the avoidance of doubt, excluding any obligations or liabilities of any US Loan Party.

16.4 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Administrative Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or

any provision of a Loan Document to the contrary.

16.5 Appropriations

Until the expiry of the Security Period, the Administrative Agent may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Administrative Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

16.6 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Administrative Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:

- (a) to be indemnified by any other Chargor or any other UK Loan Party;
- (b) to claim any contribution from any other guarantor of any Chargor's, or any UK Loan Party's obligations under the Loan Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Administrative Agent's rights under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Administrative Agent.

16.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

16.8 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the that Secured Party received or was deemed to have received such notice.

17 Notices

- 17.1 The provisions of Article 10.02 (*Notices; Effectiveness; Electronic Communications*) of the Credit Agreement shall apply to this Deed, save that the address for notices shall be as set out below.

17.2 The Company's and each other Chargor's address and facsimile number for notices are:

Holland & Barrett International Ltd
Samuel Ryder House
Barling Way
Eliot Park
Nuneaton
Warwickshire
CV10 7RH
United Kingdom

For the attention of: Roger Craddock

or such as the Company may notify to the Administrative Agent by not less than 10 days' notice.

17.3 **Administrative Agent's Addresses**

The Administrative Agent's addresses for notices are:

Bank of America
20975 Swenson Drive
Suite 200
Waukesha, WI 53186
United States of America

For the attention of: Jacob Jessmon & EMEA Operations

Email: Jacob.k.jessmon@baml.com
babcooperations@bankofamerica.com

or such as the Administrative Agent may notify to the Company by not less than 10 days' notice.

18 Miscellaneous Provisions

18.1 **Tacking**

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Administrative Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Loan Documents.

18.2 **Separate Charges**

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security created under this Deed by such first Chargor.

18.3 **Invalidity**

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

18.4 Rights and Remedies

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

18.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Loan Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

19 Release

19.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period (but not otherwise), the Administrative Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the Security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.
- (b) Section 93 of the Act shall not apply to this Deed.

19.2 Other Accounts

At any time before the Security created by this Deed shall have become enforceable, in the absence of any directions from the Administrative Agent to the contrary, any amounts permitted by the terms of the Loan Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.11(a) (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20 Governing Law and Jurisdiction

20.1 Governing Law

English law governs this Deed, its interpretation and any non-contractual obligations arising

from or connected with it.

20.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 20.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

**Schedule 1
The Chargors**

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Holland & Barrett Holdings Limited	England and Wales	03262074
Holland & Barrett Retail Limited	England and Wales	02758955
Holland & Barrett Group Limited	England and Wales	03086306
Holland & Barrett (Benelux) Limited	England and Wales	08684899
NBTY International Limited	England and Wales	05512818
NBTY International (Europe) Limited	England and Wales	10044279
NBTY International (APAC) Limited	England and Wales	10044182
Health & Diet Group Limited	England and Wales	00969167
Good 'N' Natural Limited	England and Wales	05907954
Nutrition Warehouse Limited	England and Wales	03615533

Schedule 2
Blocked Account Notice and Acknowledgement

Part I – Blocked Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: [•]

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [•], we have charged to Bank of America, N.A. (the **Administrative Agent**) all our rights, title, interest and benefit in and to the following account(s) held with you and all amounts standing to the credit of such account from time to time:

Account No. [•], sort code [•]

Account No. [•], sort code [•]

[Repeat as necessary]

(the **Blocked Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Administrative Agent at [•], Attention: [•].

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part II - Blocked Accounts Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Bank of America, N.A. (the **Administrative Agent**)

[Address]

Attention: [•]

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Blocked Accounts (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Blocked Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Blocked Accounts we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Accounts save for fees and charges payable to us for the operation of the Blocked Accounts;
 - (b) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Accounts provided that such instructions are given in accordance with the terms of this letter;
 - (c) not be obliged to comply with any instructions received from you where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a court order or regulation or be contrary to applicable law,and in each case we shall give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions (to the extent not prohibited by applicable law or regulation); and
 - (d) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (c), not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 We shall, subject to paragraph 4(c), permit or effect any withdrawal or transfer from the Blocked

Accounts in accordance with the Chargor's mandate with us until we receive notice from you that a Liquidity Event (as defined in the Credit Agreement between, amongst others, the Company and the Administrative Agent) has occurred, (the **Liquidity Notice**).

On receipt by us of a Liquidity Notice, and until such Liquidity Notice has been revoked by you, we shall not permit or effect any withdrawal or transfer from any Blocked Account by the Chargor and we shall comply with all instructions received by us with respect to the movement of funds from the Blocked Accounts provided that:

- (i) all instructions are received in writing, by facsimile, to us at facsimile number [●], attention: [●]; and
- (ii) to the extent that an instruction is given which would in our opinion cause any Blocked Account to become overdrawn we will transfer the cleared balance in the account.

6 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Blocked Accounts in breach of any agreement entered into by the Chargor with you.

7 We are irrevocably authorised by you to follow any instructions received from you in relation to the Blocked Accounts from any person that we reasonably believe is an authorised officer of the Agent, without further inquiry as to the Agent's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

8 This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
Bank of America, N.A

**Schedule 3
Shares**

Chargor	Company Name	Type of Share	Number of Shares
Health & Diet Group Limited	Nutrition Warehouse Limited	Ordinary	5
Holland & Barrett Group Limited	Holland & Barrett Holdings Limited	Ordinary	54242423
Holland & Barrett Group Limited	Good 'N' Natural Limited	Ordinary	9162236
Holland & Barrett Group Limited	Good 'N' Natural Limited	Preference	2167553
Holland & Barrett Group Limited	Health & Diet Group Limited	Ordinary	9629002
Holland & Barrett Holdings Limited	Holland & Barrett Retail Limited	Ordinary	1050000
Holland & Barrett International Limited	Holland & Barrett Group Limited	Ordinary A	200000
Holland & Barrett International Limited	Holland & Barrett Group Limited	Ordinary B	200000
Holland & Barrett International Limited	Holland & Barrett Group Limited	Ordinary C	20000
Holland & Barrett International Limited	Holland & Barrett Group Limited	Ordinary D	20000
Holland & Barrett International Limited	Holland & Barrett (Benelux) Limited	Ordinary	170000001
NBTY International Limited	NBTY International (APAC) Limited	Ordinary	100
NBTY International Limited	NBTY International (Europe) Limited	Ordinary	100

Schedule 4 Charged Accounts

Part I – Blocked Accounts

Chargor	Bank	Branch	Sort Code	Account No.	Currency	Purpose
Holland & Barrett Retail Limited	Barclays Bank Plc	Leicester	[REDACTED]	[REDACTED]	GBP	Day to Day - Main Account - payments
		Leicester	[REDACTED]	[REDACTED]	GBP	Day to Day - Cards receipt account
		Leicester	[REDACTED]	[REDACTED]	GBP	Day to Day - Directs receipts account
		Leicester	[REDACTED]	[REDACTED]	GBP	Day to Day - FIBCA deposit account
		Leicester	[REDACTED]	[REDACTED]	GBP	Day to Day - MTA account - bank charges
		Leicester	[REDACTED]	[REDACTED]	GBP	Day to Day - Cash receipts account
		Leicester	[REDACTED]	[REDACTED]	EUR	Day to Day - Euro account
		Leicester	[REDACTED]	[REDACTED]	USD	Day to Day - USD account
	HSBC Bank Plc			[REDACTED]		Main Account
				[REDACTED]		Cards Receipts Accounts
				[REDACTED]		Cash Receipts Accounts
NBTY International Limited	HSBC Bank Plc		[REDACTED]	[REDACTED]	EUR	Operating Account
			[REDACTED]	[REDACTED]		Deposit Account
			[REDACTED]	[REDACTED]	GBP	Operating Account
			[REDACTED]	[REDACTED]	USD	Operating Account

Part II – Other Accounts

Chargor	Bank	Branch	Sort Code	Account No.	Currency	Purpose

Schedule 5
Specified Intellectual Property

Trademarks

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett International Limited	AROMAPPEAL	9177551	9177551	Registered	European Community	15-Jun-10	03-Feb-11
Holland & Barrett International Limited	BODY FORTRESS	6882948	6882948	Registered	European Community	01-May-08	08-Jun-10
Holland & Barrett International Limited	CARB COUNT	3588969	3588969	Registered	European Community	30-Dec-03	06-Apr-05
Holland & Barrett International Limited	CARB MINDERS	3589033	3589033	Registered	European Community	30-Dec-03	06-Apr-05
Holland & Barrett International Limited	CARB WISE	3589009	3589009	Registered	European Community	30-Dec-03	06-Apr-05
Holland & Barrett International Limited	H&B	9520719	9520719	Registered	European Community	12-Nov-10	24-Jul-15
Holland & Barrett International Limited	H&B	2630100	2630100	Registered	United Kingdom	30-Jul-12	04-Jan-13
Holland & Barrett International Limited	H&B SPORTZONE	10035392	10035392	Registered	European Community	09-Jun-11	24-May-14
Holland & Barrett International Limited	HOLLAND & BARRETT CALM TABS	4003547	4003547	Registered	European Community	27-Aug-04	20-Jan-06
Holland & Barrett International Limited	JULIAN GRAVES	3334091	3334091	Registered	European Community	03-Sep-03	02-Mar-05
Holland & Barrett International Limited	JULIAN GRAVES (not a wordmark)	3344967	3344967	Registered	European Community	08-Sep-03	01-Jul-05
Holland & Barrett International Limited	LIFECYCLE	8169575	8169575	Registered	European Community	20-Mar-09	22-Nov-09

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett International Limited	LITTLE HERBERT'S	2406023	2406023	Registered	United Kingdom	20-Mar-09	22-Nov-09
Holland & Barrett International Limited	NATURE'S GARDEN	2520479	2520479	Registered	United Kingdom	07-Jul-09	16-Oct-09
Holland & Barrett International Limited	NATURE'S GARDEN	8834939	8834939	Registered	European Community	05-Jan-10	16-Jun-10
Holland & Barrett International Limited	NEALS YARD WHOLE FOODS	2531302	2531302	Registered	United Kingdom	10-Nov-09	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (black and gold)	9600561	9600561	Registered	European Community	15-Dec-10	26-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (blue and gold)	9600041	9600041	Registered	European Community	15-Dec-10	12-Jul-11
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (brown and cream)	9600008	9600008	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (figurative)	9600181	9600181	Registered	European Community	15-Dec-10	25-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (green and gold)	9600826	9600826	Registered	European Community	15-Dec-10	31-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (grey and black)	9600231	9600231	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (maroon and gold)	9600107	9600107	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2550235	2550235	Registered	United Kingdom	15-Jun-10	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2550238	2550238	Registered	United Kingdom	15-Jun-10	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2561335	2561335	Registered	United Kingdom	13-Oct-10	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2561372	2561372	Registered	United Kingdom	13-Oct-10	02-Nov-12

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (orange and gold)	9600743	9600743	Registered	European Community	15-Dec-10	24-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (pink and gold)	9600727	9600727	Registered	European Community	15-Dec-10	20-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (purple and gold)	9599739	9599739	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (red and gold)	9600891	9600891	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (yellow and black)	9600982	9600982	Registered	European Community	15-Dec-10	27-Oct-12
Holland & Barrett International Limited	PRECISION ENGINEERED	2381299	2381299	Registered	United Kingdom	30-Dec-04	09-Dec-05
Holland & Barrett International Limited	PRECISION ENGINEERED	13259668	13259668	Registered	European Community	15-Sep-14	27-Feb-15
Holland & Barrett International Limited	PROTOPURE	10897791	10897791	Registered	European Community	21-May-12	03-Dec-12
Holland & Barrett International Limited	SIMPLE CHEF	3739141	3739141	Registered	European Community	29-Mar-04	30-Nov-05
Holland & Barrett International Limited	SPORTZONE	9838715	9838715	Registered	European Community	24-Mar-11	19-Nov-14
Holland & Barrett International Limited	TYPHOON	6928055	6928055	Registered	European Community	21-May-08	08-Jun-10
Holland & Barrett International Limited	XMP	2486495	2486495	Registered	United Kingdom	01-May-08	30-Jan-09
Holland & Barrett International Limited	H&B	9520727	9520727	Registered	European Community	12-Nov-10	30-Jul-15
Holland & Barrett Retail Ltd.	BODY FORTRESS	1257179	1257179	Registered	European Community	28-Jul-98	12-Mar-01
Holland & Barrett Retail Ltd.	BODY-FIT	2364354	2364354	Registered	European Community	05-Sep-01	04-Dec-02

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett Retail Ltd.	CARVED IN STONE	3003365	3003365	Registered	European Community	10-Jan-03	13-Oct-04
Holland & Barrett Retail Ltd.	EARTHLY ELEMENTS	1257492	1257492	Registered	European Community	28-Jul-99	28-Jul-00
Holland & Barrett Retail Ltd.	GOOD 'N' NATURAL	1257146	1257146	Registered	European Community	28-Jul-99	28-Oct-02
Holland & Barrett Retail Ltd.	HERB TECH	1257401	1257401	Registered	European Community	28-Jul-99	23-Jun-00
Holland & Barrett Retail Ltd.	HERBAL AUTHORITY	1257773	1257773	Registered	European Community	28-Jul-99	13-Sep-00
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1256833	1256833	Registered	European Community	28-Jul-99	04-Sep-00
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1636679	1636679	Registered	European Community	02-May-00	22-Jan-02
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1160714	1160714	Registered	United Kingdom	04-Sep-81	04-Sep-81
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1160716	1160716	Registered	United Kingdom	04-Sep-81	04-Sep-81
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1162681	1162681	Registered	United Kingdom	09-Oct-81	09-Oct-81
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1162683	1162683	Registered	United Kingdom	09-Oct-81	09-Oct-81
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT DIET AID	2360253	2360253	Registered	European Community	31-Aug-01	20-Feb-03
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT ENERGY EXTRA	2342392	2342392	Registered	European Community	16-Aug-01	19-Sep-02
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT HERBAL CLASSICS	1274018	1274018	Registered	European Community	11-Aug-99	28-Aug-00
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT NATURE'S HARVEST	1310309	1310309	Registered	European Community	16-Sep-99	29-Sep-00

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT PERFECTLY PURE	2157175	2157175	Registered	United Kingdom	04-Feb-98	04-Sep-98
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT TRIM LITE	2402923	2402923	Registered	European Community	05-Oct-01	12-Dec-02
Holland & Barrett Retail Ltd.	ISOENERGY	1634013	1634013	Registered	European Community	02-May-00	30-Apr-01
Holland & Barrett Retail Ltd.	LIFECYCLE	2120376	2120376	Registered	United Kingdom	10-Jan-97	11-Jul-97
Holland & Barrett Retail Ltd.	REGUCOL	1450162	1450162	Registered	European Community	06-Jan-00	16-Apr-02
Holland & Barrett Retail Ltd.	RICE DELIGHT	2387686	2387686	Registered	European Community	25-Sep-01	21-Mar-05
Holland & Barrett Retail Ltd.	the good life	2652550	2652550	Registered	United Kingdom	15-Feb-13	02-May-14
Holland & Barrett Retail Ltd.	the good life	3049807	3049807	Registered	United Kingdom	02-Apr-14	18-Jul-14
Holland & Barrett Retail Ltd.	TRAINER OF CHAMPIONS	2899623	2899623	Registered	European Community	21-Oct-02	20-Feb-04
Holland & Barrett Retail Ltd.	VITWORLD	2846236	2846236	Registered	European Community	12-Sep-02	19-Sep-03
Holland & Barrett Retail Ltd.	XTRALEAN	2394450	2394450	Registered	European Community	01-Oct-01	13-Nov-02
NBTY International Limited (fka Solgar UK Limited)	SOLGAR	1359076	1359076	Registered	United Kingdom	27-Sep-88	09-Aug-91
NBTY International Limited (fka Solgar UK Limited)	SOLGAR & Design	2170152	2170152	Registered	United Kingdom	22-Jun-98	13-Aug-99
NBTY International Limited (fka Solgar UK Limited)	SOLGAR since 1947	2541584	2541584	Registered	United Kingdom	11-Mar-10	16-Jul-10
NBTY International Limited (fka Solgar UK Limited)	SOLGAR (not a wordmark)	2121972	2121972	Registered	United Kingdom	25-Jan-97	14-Nov-97

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
NBTY International Limited (fka Solgar UK Limited)	PHYTO2X (not a wordmark)	2135274	2135274	Registered	United Kingdom	07-Jun-97	12-Dec-97
NBTY International Limited (fka Solgar UK Limited)	OMNIUM	2135275	2135275	Registered	United Kingdom	07-Jun-97	18-Dec-98
NBTY International Limited (fka Solgar UK Limited)	SOLGESIC	2242512	2242512	Registered	United Kingdom	15-Aug-00	08-Feb-02
NBTY International Limited (fka Solgar UK Limited)	WHEY TO GO	2255177	2255177	Registered	United Kingdom	07-Dec-00	18-May-01
NBTY International Limited (fka Solgar UK Limited)	EARTH SOURCE	2532457	2532457	Registered	United Kingdom	23-Nov-09	26-Feb-10
NBTY International Limited (fka Solgar UK Limited)	VM 2000	2532458	2532458	Registered	United Kingdom	23-Nov-09	12-Mar-10
NBTY International Limited (fka Solgar UK Limited)	VISIONGUARD	2338065	2338065	Registered	United Kingdom	18-Jul-03	09-Jan-04
NBTY International Limited (fka Solgar UK Limited)	VM-PRIME	2553780	2553780	Registered	United Kingdom	26-Jul-10	22-Oct-10
Holland & Barrett International Limited	AROMAPPEAL	9177551	9177551	Registered	European Community	15-Jun-10	03-Feb-11
Holland & Barrett International Limited	BODY FORTRESS	6882948	6882948	Registered	European Community	01-May-08	08-Jun-10
Holland & Barrett International Limited	CARB COUNT	3588969	3588969	Registered	European Community	30-Dec-03	06-Apr-05
Holland & Barrett International Limited	CARB MINDERS	3589033	3589033	Registered	European Community	30-Dec-03	06-Apr-05
Holland & Barrett International Limited	CARB WISE	3589009	3589009	Registered	European Community	30-Dec-03	06-Apr-05
Holland & Barrett International Limited	H&B	9520719	9520719	Registered	European Community	12-Nov-10	24-Jul-15
Holland & Barrett International Limited	H&B	2630100	2630100	Registered	United Kingdom	30-Jul-12	04-Jan-13

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett International Limited	H&B SPORTZONE	10035392	10035392	Registered	European Community	09-Jun-11	24-May-14
Holland & Barrett International Limited	HOLLAND & BARRETT CALM TABS	4003547	4003547	Registered	European Community	27-Aug-04	20-Jan-06
Holland & Barrett International Limited	JULIAN GRAVES	3334091	3334091	Registered	European Community	03-Sep-03	02-Mar-05
Holland & Barrett International Limited	JULIAN GRAVES (not a wordmark)	3344967	3344967	Registered	European Community	08-Sep-03	01-Jul-05
Holland & Barrett International Limited	LIFECYCLE	8169575	8169575	Registered	European Community	20-Mar-09	22-Nov-09
Holland & Barrett International Limited	LITTLE HERBERT'S	2406023	2406023	Registered	United Kingdom	20-Mar-09	22-Nov-09
Holland & Barrett International Limited	NATURE'S GARDEN	2520479	2520479	Registered	United Kingdom	07-Jul-09	16-Oct-09
Holland & Barrett International Limited	NATURE'S GARDEN	8834939	8834939	Registered	European Community	05-Jan-10	16-Jun-10
Holland & Barrett International Limited	NEALS YARD WHOLE FOODS	2531302	2531302	Registered	United Kingdom	10-Nov-09	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (black and gold)	9600561	9600561	Registered	European Community	15-Dec-10	26-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (blue and gold)	9600041	9600041	Registered	European Community	15-Dec-10	12-Jul-11
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (brown and cream)	9600008	9600008	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (figurative)	9600181	9600181	Registered	European Community	15-Dec-10	25-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (green and gold)	9600826	9600826	Registered	European Community	15-Dec-10	31-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (grey and black)	9600231	9600231	Registered	European Community	15-Dec-10	21-Oct-12

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (maroon and gold)	9600107	9600107	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2550235	2550235	Registered	United Kingdom	15-Jun-10	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2550238	2550238	Registered	United Kingdom	15-Jun-10	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2561335	2561335	Registered	United Kingdom	13-Oct-10	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (not a wordmark)	2561372	2561372	Registered	United Kingdom	13-Oct-10	02-Nov-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (orange and gold)	9600743	9600743	Registered	European Community	15-Dec-10	24-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (pink and gold)	9600727	9600727	Registered	European Community	15-Dec-10	20-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (purple and gold)	9599739	9599739	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (red and gold)	9600891	9600891	Registered	European Community	15-Dec-10	21-Oct-12
Holland & Barrett International Limited	NEAL'S YARD WHOLEFOODS (yellow and black)	9600982	9600982	Registered	European Community	15-Dec-10	27-Oct-12
Holland & Barrett International Limited	PRECISION ENGINEERED	2381299	2381299	Registered	United Kingdom	30-Dec-04	09-Dec-05
Holland & Barrett International Limited	PRECISION ENGINEERED	13259668	13259668	Registered	European Community	15-Sep-14	27-Feb-15
Holland & Barrett International Limited	PROTOPURE	10897791	10897791	Registered	European Community	21-May-12	03-Dec-12
Holland & Barrett International Limited	SIMPLE CHEF	3739141	3739141	Registered	European Community	29-Mar-04	30-Nov-05
Holland & Barrett International Limited	SPORTZONE	9838715	9838715	Registered	European Community	24-Mar-11	19-Nov-14

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett International Limited	TYPHOON	6928055	6928055	Registered	European Community	21-May-08	08-Jun-10
Holland & Barrett International Limited	XMP	2486495	2486495	Registered	United Kingdom	01-May-08	30-Jan-09
Holland & Barrett International Limited	H&B	9520727	9520727	Registered	European Community	12-Nov-10	30-Jul-15
Holland & Barrett International Limited	PRETTY GORGEOUS	15296569	15296569	Application published	European Community	01-Apr-16	
Holland & Barrett Retail Ltd.	BODY FORTRESS	1257179	1257179	Registered	European Community	28-Jul-99	12-Mar-01
Holland & Barrett Retail Ltd.	BODY-FIT	2364354	2364354	Registered	European Community	05-Sep-01	04-Dec-02
Holland & Barrett Retail Ltd.	CARVED IN STONE	3003365	3003365	Registered	European Community	10-Jan-03	13-Oct-04
Holland & Barrett Retail Ltd.	EARTHLY ELEMENTS	1257492	1257492	Registered	European Community	28-Jul-99	28-Jul-00
Holland & Barrett Retail Ltd.	GOOD 'N' NATURAL	1257146	1257146	Registered	European Community	28-Jul-99	28-Oct-02
Holland & Barrett Retail Ltd.	HERB TECH	1257401	1257401	Registered	European Community	28-Jul-99	23-Jun-00
Holland & Barrett Retail Ltd.	HERBAL AUTHORITY	1257773	1257773	Registered	European Community	28-Jul-99	13-Sep-00
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1256833	1256833	Registered	European Community	28-Jul-99	04-Sep-00
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1636679	1636679	Registered	European Community	02-May-00	22-Jan-02
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1160714	1160714	Registered	United Kingdom	04-Sep-81	04-Sep-81
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1160716	1160716	Registered	United Kingdom	04-Sep-81	04-Sep-81

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1162681	1162681	Registered	United Kingdom	09-Oct-81	09-Oct-81
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT	1162683	1162683	Registered	United Kingdom	09-Oct-81	09-Oct-81
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT DIET AID	2360253	2360253	Registered	European Community	31-Aug-01	20-Feb-03
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT ENERGY EXTRA	2342392	2342392	Registered	European Community	16-Aug-01	19-Sep-02
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT HERBAL CLASSICS	1274018	1274018	Registered	European Community	11-Aug-99	28-Aug-00
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT NATURE'S HARVEST	1310309	1310309	Registered	European Community	16-Sep-99	29-Sep-00
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT PERFECTLY PURE	2157175	2157175	Registered	United Kingdom	04-Feb-98	04-Sep-98
Holland & Barrett Retail Ltd.	HOLLAND & BARRETT TRIM LITE	2402923	2402923	Registered	European Community	05-Oct-01	12-Dec-02
Holland & Barrett Retail Ltd.	ISOENERGY	1634013	1634013	Registered	European Community	02-May-00	30-Apr-01
Holland & Barrett Retail Ltd.	LIFECYCLE	2120376	2120376	Registered	United Kingdom	10-Jan-97	11-Jul-97
Holland & Barrett Retail Ltd.	REGUCOL	1450162	1450162	Registered	European Community	06-Jan-00	16-Apr-02
Holland & Barrett Retail Ltd.	RICE DELIGHT	2387686	2387686	Registered	European Community	25-Sep-01	21-Mar-05
Holland & Barrett Retail Ltd.	the good life	2652550	2652550	Registered	United Kingdom	15-Feb-13	02-May-14
Holland & Barrett Retail Ltd.	the good life	3049807	3049807	Registered	United Kingdom	02-Apr-14	18-Jul-14
Holland & Barrett Retail Ltd.	TRAINER OF CHAMPIONS	2899623	2899623	Registered	European Community	21-Oct-02	20-Feb-04

Owner	Trademark	App. No.	Reg. No.	Status	Country	Filing Date	Reg. Date
Holland & Barrett Retail Ltd.	VITWORLD	2846236	2846236	Registered	European Community	12-Sep-02	19-Sep-03
Holland & Barrett Retail Ltd.	XTRALEAN	2394450	2394450	Registered	European Community	01-Oct-01	13-Nov-02
NBTY International Limited (fka Solgar UK Limited)	SOLGAR	1359076	1359076	Registered	United Kingdom	27-Sep-88	09-Aug-91
NBTY International Limited (fka Solgar UK Limited)	SOLGAR & Design	2170152	2170152	Registered	United Kingdom	22-Jun-98	13-Aug-99
NBTY International Limited (fka Solgar UK Limited)	SOLGAR since 1947	2541584	2541584	Registered	United Kingdom	11-Mar-10	16-Jul-10
NBTY International Limited (fka Solgar UK Limited)	SOLGAR (not a wordmark)	2121972	2121972	Registered	United Kingdom	25-Jan-97	14-Nov-97
NBTY International Limited (fka Solgar UK Limited)	PHYTO2X (not a wordmark)	2135274	2135274	Registered	United Kingdom	07-Jun-97	12-Dec-97
NBTY International Limited (fka Solgar UK Limited)	OMNIUM	2135275	2135275	Registered	United Kingdom	07-Jun-97	18-Dec-98
NBTY International Limited (fka Solgar UK Limited)	SOLGESIC	2242512	2242512	Registered	United Kingdom	15-Aug-00	08-Feb-02

Domain Names

hollandandbarrett.com
gnc.co.uk
met-rx.co.uk

Schedule 6 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) ● **Limited** [registered in England with number [•] whose registered office is at [•]] [a corporation organised and existing under the laws of [•] whose principal place of business is at [•]] [of [•]] (the **New Chargor**);
- (2) **Holland & Barrett International Limited** registered in England with number 04515115 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Bank of America, N.A.** (the **Administrative Agent**)

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated [•] (as supplemented and amended from time to time, the **Debenture**) in favour of the Administrative Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Loan Documents and Administrative Agent the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Administrative Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Administrative Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that

references in the Debenture to:

- (a) this Deed and similar phrases shall be deemed to include this Deed;
 - (b) Schedule 3 shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 shall be deemed to include a reference to Part II of the Schedule to this Deed; and
 - (d) Schedule 5 shall be deemed to include a reference to Part III of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part II of the Schedule to this Deed:
- (a) as Other Accounts shall be designated as Other Accounts; and
 - (b) as Blocked Accounts shall be designated as Blocked Accounts,
- for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Administrative Agent all of the Shares (if any) brief descriptions of which are specified in Part I of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights;
 - (b) charges to the Administrative Agent by way of a fixed charge all of its right, title and interest in and to:
 - (i) the Blocked Account(s) specified in Part II of the Schedule to this Deed; and
 - (ii) all monies standing to the credit of such Blocked Account(s) and the debts represented by them; and
 - (c) charges to the Administrative Agent by way of fixed charge its owned Intellectual Property Rights (if any) specified in Part III of the Schedule to this Deed (which shall from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture).
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part I –Shares

[Insert details of all Shares of the New Chargor]

Part II – Charged Accounts

Blocked Accounts

[Insert details of all Blocked Accounts of the New Chargor]

Other Accounts

[Insert details of all Other Accounts of the New Chargor]

Part III – Specified Intellectual Property

[Insert details of any registered Intellectual Property owned by the New Chargor]

SIGNATORIES
[to the Deed of Accession]

The New Chargor

Executed as a deed by)
[•] LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
HOLLAND & BARRETT INTERNATIONAL LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Administrative Agent

BANK OF AMERICA, N.A.

By:

Signatories

The Chargors

Executed as a deed by
HOLLAND & BARRETT INTERNATIONAL LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

SOLICITOR
HOLLAND & BARRETT INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY
ELIOT PARK, NUNEATON
CV10 7RH

Executed as a deed by
HOLLAND & BARRETT RETAIL LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

SOLICITOR
HOLLAND & BARRETT INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY
ELIOT PARK, NUNEATON
CV10 7RH

Executed as a deed by
HOLLAND & BARRETT HOLDINGS LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

SOLICITOR
HOLLAND & BARRETT INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY
ELIOT PARK, NUNEATON
CV10 7RH

Executed as a deed by
HOLLAND & BARRETT GROUP LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

SOLICITOR
HOLLAND & BARRETT INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY
ELIOT PARK, NUNEATON
CV10 7RH

BD-#25655590-v8

Executed as a deed by
HOLLAND & BARRETT (BENELUX) LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
HEALTH & DIET GROUP LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
GOOD 'N' NATURAL LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
NUTRITION WAREHOUSE LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
NBTY INTERNATIONAL LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)
SOLICITOR
HOLLAND & BARRETT INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY
ELIOT PARK, NUNEATON
CV10 7RH

)
)
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HOLLAND & BARRETT
INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY

)
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)
SOLICITOR
HOLLAND & BARRETT INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY
ELIOT PARK, NUNEATON
CV10 7RH

)
)
)
SOLICITOR
HOLLAND & BARRETT INTERNATIONAL LIMITED
SAMUEL RYDER HOUSE, BARLING WAY
ELIOT PARK, NUNEATON
CV10 7RH

Executed as a deed by
HOLLAND & BARRETT (BENELUX) LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

Executed as a deed by
HEALTH & DIET GROUP LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

Executed as a deed by
GOOD 'N' NATURAL LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

Executed as a deed by
NUTRITION WAREHOUSE LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

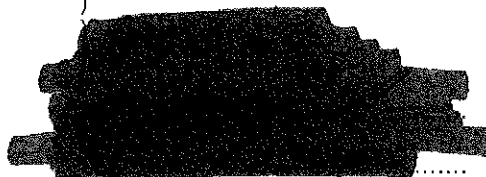
Address:

.....

Executed as a deed by
NBTY INTERNATIONAL LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:



Name of witness:

Address:


22 BOUNDARY HOUSE
BETHWIN ROAD, SESOYB..

Executed as a deed by
NBTY INTERNATIONAL (EUROPE) LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

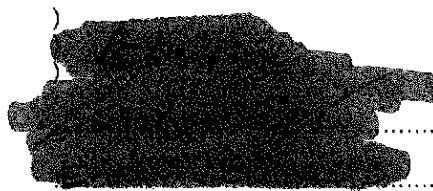

.....
22 BOUNDARY HOUSE
SES OYB, BETHWIN ROAD

Executed as a deed by
NBTY INTERNATIONAL (APAC) LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:


.....
22 BOUNDARY HOUSE
BETHWIN ROAD, SES OYB

The Administrative Agent

BANK OF AMERICA, N.A.

By:

Name:

Title:

Executed as a deed by)
NBTY INTERNATIONAL (EUROPE) LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

Executed as a deed by)
NBTY INTERNATIONAL (APAC) LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

The Administrative Agent

BANK OF AMERICA, N.A.

By: 
Name: 

Title: Senior Vice President