

MG01

Particulars of a mortgage or charge

V050414/13



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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is not for**
You cannot use this
particulars of a charge
company. To do this
form MG01s

FRIDAY



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AWIW2YK4

21/10/2011

268

COMPANIES HOUSE

Official use

1

Company details

Company number 0 5 5 5 7 9 3 4

Company name in full HIKMA PHARMACEUTICALS PUBLIC LIMITED COMPANY (the Chargor)

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d1 d9 m1 m0 y2 y0 y1 y1

3

Description

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

Description Deed of Charge Over Accounts

4

Amount secured

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

Amount secured All Obligations from time to time incurred by the
Chargor under or in connection with the Finance
Documents when they become due for payment or
discharge (the **Secured Obligations**).

[please see continuation sheet]

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

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

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details
Name	CITICORP TRUSTEE COMPANY LIMITED as security trustee for the Finance Parties	
Address	(the Security Trustee) Citigroup Centre, 14th Floor, 25 Canada Square, London, United Kingdom	
Postcode	E 1 4 5 L B	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>The Chargor has charged by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Accounts and in any Rights accruing to, derived from or otherwise connected with them (including proceeds, insurances, guarantees and Security) (the Charged Assets)</p> <p>The Chargor has undertaken that no Security will exist over, or in relation to, any Charged Asset other than Finance Party Security</p> <p>The Chargor has undertaken that there will be no Disposal of any Charged Asset</p> <p>Account means</p> <ul style="list-style-type: none"> (a) the Debt Service Reserve Account, (b) the Stamp Duty Deposit Account, (c) any account that replaces the Debt Service Reserve Account or the Stamp Duty Deposit Account, (d) any account established after the date of this Deed which is designated as an Account by the Chargor and the Security Trustee at or about the time of its establishment, and (e) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Security Trustee <p><i>[Please see continuation sheet]</i></p>	

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

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

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

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

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Norton Rose LLP

X

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

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Particulars of a mortgage or charge



Presenter information

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

Contact name Clive Weston/Josie Collyer/LN49238

Company name Norton Rose LLP (Collect London Counters)

Address Collect London Counters

Companies House Executive Agency

Post town

County/Region

Postcode

Country

DX

Telephone +44 (0)20 7444 3053



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland

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

For companies registered in Northern Ireland:

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



Further information

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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Deed means the Deed of Charge Over Accounts dated 19 October 2011 and executed by the Chargor for the benefit of the Security Trustee and the other Finance Parties</p> <p>DSRA Account Bank means Citibank, N A , London Branch</p> <p>DSRA Account Bank Agreement means the agreement dated 19 October 2011 and made between the Chargor and the DSRA Account Bank</p> <p>Facility Agreement means the facility agreement dated 27 September 2011 between the Chargor, the Original Guarantors, the Arranger, the Original Lenders, the Agent and the Security Trustee, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties)</p> <p>Finance Documents means</p> <ul style="list-style-type: none"> (a) the Deed and any other Finance Party Security Document, (b) the DSRA Account Bank Agreement, (c) the SDDA Account Bank Agreement, (d) any other document defined as such under the Facility Agreement, and (e) any other document designated as such by the Chargor and the Agent at any time <p>Finance Party means ARAB BANK PLC and CITIBANK, N A , LONDON BRANCH as mandated lead arrangers (whether acting individually or together, the Arranger), CITIBANK INTERNATIONAL PLC as agent (the Agent), any financial institution listed in Part 2 of Schedule 1 to the Facility Agreement (the Original Lenders) and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clauses 2 2 to 2 8 or clause 22 of the Facility Agreement (the Lenders, and together with the Arranger, the Agent, the Security Trustee and the Original Lenders, each, a Finance Party and together, the Finance Parties)</p> <p>Finance Party Security means the Security created by the Deed and any other existing or future Security granted by the Chargor to the Security Trustee to secure the payment and discharge of Secured Obligations</p> <p>Finance Party Security Document means a document creating or evidencing Finance Party</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Security</p> <p>Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are</p> <ul style="list-style-type: none"> (a) to pay money or to perform (or not to perform) any other act, (b) express or implied, (c) present, future or contingent, (d) joint or several, (e) incurred as a principal or surety or in any other manner, or (f) originally owing to the person claiming performance or acquired by that person from someone else <p>Original Guarantors means Hikma Pharmaceutical Limited and Arab Pharmaceutical Manufacturing PSC</p> <p>SDDA Account Bank means Europe Arab Bank plc</p> <p>SDDA Account Bank Agreement means the agreement dated 19 October 2011 and made between the Chargor and the SDDA Account Bank</p> <p>Security means a mortgage, charge, pledge, lien or other security interest securing any Obligation of any person or any other agreement or arrangement having similar effect</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Debt Service Reserve Account means the account with the DSRA Account Bank referenced Hikma DSR Account, as further described in the DSRA Account Bank Agreement

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of security

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Stamp Duty Deposit Account means the account with the SDDA Account Bank as further described in the SDDA Account Bank Agreement



L/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5557934
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER
ACCOUNTS DATED 19 OCTOBER 2011 AND CREATED BY
HIKMA PHARMACEUTICALS PUBLIC LIMITED COMPANY FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CITICORP TRUSTEE COMPANY LIMITED AS
SECURITY TRUSTEE FOR THE FINANCE PARTIES (THE
SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 21 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES