

# M

CHWP000

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legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

COMPANIES FORM No. 395

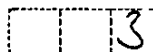
## Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use



Company number

FC026157

Name of company

\* Merrill Lynch International Bank Limited

Date of creation of the charge

7 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Pledge of Receivables Agreement among Merrill Lynch International Bank Limited (the "Pledgor"),  
Bank of America, N A as Lender, Bank of America Securities LLC as Sole Lead Arranger and  
Bookrunner and Bank of America, N A (the "Agent") (the "Pledge")

Amount secured by the mortgage or charge

The Pledged Receivables are pledged in order to secure the payment and reimbursement of the  
Secured Obligations For defined terms, please refer to Part II of the Schedule to this Form 395,  
unless defined elsewhere in this Form 395

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Names and addresses of the mortgagees or persons entitled to the charge

Bank of America, N A , 335 Madison Avenue, 5th Floor

New York, New York 10017, United States

Postcode 10017

Presenter's name address and  
reference (if any)Sullivan & Cromwell LLP  
1 New Fetter Lane  
London EC4A 1ANFor official Use (02/06)  
Mortgage Section

MONDAY



LD3

\*LG9KV4B4\*

27/10/2008

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COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Please refer to Part I (Particulars of the Pledge of Receivables) of the Schedule to this Form 395

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Particulars as to commission allowance or discount (note 3)

N/A

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

Signed **SULLIVAN & CROMWELL LLP**

Date 27 October 2008

On behalf of [company]~~[mortgagee/chargee]~~<sup>†</sup>

<sup>†</sup> delete as  
appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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## SCHEDULE TO FORM 395

### PART I: PARTICULARS OF THE PLEDGE OF RECEIVABLES

**1. Pledge**

The Pledgor has agreed to pledge in favor of the Beneficiaries, the Pledged Receivables, in accordance with articles 2355 to 2366 of the French Civil Code and L 521-1 and L 521-3 of the French Commercial Code in order to secure the payment and reimbursement of the Secured Obligations

**2. Negative Pledge**

The Pledgor has agreed not to sell, transfer, and generally dispose of in any manner whatsoever the Pledged Receivables, shall not create or permit to subsist any other pledge or any other preference on the Pledged Receivables and shall not delegate the Pledged Debtors received without the prior written consent of the Agent, which consent shall not be unreasonably refused or withheld

**3. Blocked Accounts**

The Pledgor has agreed as from the date of the Pledge the Pledgor shall cause all amounts due to it in respect of the Pledged Receivables to be paid directly in the Pledged Bank Account corresponding to the currency of payment and shall give all instructions to that effect

## PART II: DEFINITIONS

In this Form 395

**“Beneficiaries”** means the beneficiaries as listed in Schedule 1 to the Pledge and as set out in Part III of this Schedule hereto,

**“Credit Agreement”** means the agreement drafted in English and governed by the law of the state of New York, and its schedules, dated 26 September 2008 as amended by Amendment No 1 to the Credit Agreement dated 7 October 2008 entered into between, *inter alia*, Merrill Lynch & Co, Inc as borrower, the borrowing subsidiaries parties to it, including the Pledgor, the Lenders and the Agent,

**“Intercreditor Agreement”** means the agreement drafted in English dated 19 July 2007 entered into between, *inter alia*, Blackstone Healthcare Europe II S À R L as Parent, Merrill Lynch International as Facility Agent and Security Agent, the Pledgor acting through its London Branch, as Original Senior Lender, Vitalia MCO and Vitalia PropCo as Borrower (as each of these terms is defined in the Intercreditor Agreement), as it may be amended, varied, novated or supplemented from time to time,

**“Pledged Bank Account”** means each of the three bank accounts opened in the name of the Pledgor with the Agent which is subject to a separate English law agreement entitled “Charged Accounts Control Deed” and the details of which are as follows

- for payments in euros (EUR) 66118029, IBAN GB30BOFA16505066118029,
- for payments in US dollars (USD) 66118037, IBAN GB08BOFA16505066118037, and
- for payments in pound sterling (GBP) 66118011, IBAN GB31BOFA16505066118011

**“Pledged Credit Agreement”** means the senior credit agreement dated 19 July 2007 as amended on 28 December 2007, entered into between Blackstone Healthcare Europe II S À R L as Parent and Guarantor, Merrill Lynch International as Mandated Lead Arranger, Facility Agent and Security Agent, the Pledgor acting as Original Lender, Vitalia MCO and Vitalia Prop-Co as Borrowers (as each of these terms is defined in the Pledged Credit Agreement), as it may be amended, varied, novated, or supplemented from time to time,

**“Pledged Debtors”** means the companies listed in Schedule 2 to the Pledge and as set out in Part IV of this Schedule hereto, i.e (i) the borrowers and the guarantors under the Pledged Credit Agreement, (ii) Merrill Lynch International, as Facility Agent and Security Agent (as such terms are therein defined) under the Pledged Credit Agreement,

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in the event that it would hold funds to be received by the Pledgor under the said agreement, (iii) the parties to the Intercreditor Agreement, other than the Pledgor and (iv) Merrill Lynch International as Facility Agent and Security Agent (as such terms are therein defined) under the Intercreditor Agreement, in the event that it would hold funds to be received by the Pledgor under the said agreement,

**“Pledged Receivables”** means the receivables held by the Pledgor against the Pledged Debtors under (i) the Pledged Credit Agreement, with respect to the principal, interests, late payment interests, fees, accessories or any other amounts due under the said agreement and (ii) the Intercreditor Agreement,

**“Secured Obligations”** means all payment obligations of the Pledgor existing at the date of the Pledge and thereafter arising to any Beneficiary under the Credit Agreement or Security Agreement pertaining exclusively to the loans made to the Pledgor under the Credit Agreement including any obligations incurred as a result of the acceleration of such loans together with all costs, charges, and expenses incurred by any Beneficiary in connection with the protection, the preservation or enforcement of its respective rights under the Credit Agreement, the Security Agreement, the Pledge or any other document evidencing or securing any such liabilities, including in each case in connection with termination, cancellation or invalidity of any of these documents,

**“Security Agreement”** means the agreement dated 26 September 2008, entered into between Merrill Lynch & Co , Inc and its subsidiaries parties to it, including the Pledgor and the Agent

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### **PART III: BENEFICIARIES UNDER THE PLEDGE OF RECEIVABLES AGREEMENT**

- Bank of America, N A , as Lender and Administrative Agent having its registered office 335 Madison Avenue, 5th Floor, New York, New York 10017, United States,
- Banc of America Securities LLC, as Sole Lead Arranger and Bookrunner having its registered office 335 Madison Avenue, 5th Floor, New York, New York, 10017 United States ,
- Any assignees, successors, transferees of one of the above-mentioned beneficiaries and generally any party which or would become (including its assignees, subrogated parties, successors and transferees, if any) and generally any person or entity which is or would become party to the Credit Agreement or to the Security Agreement and any other bank, credit institution, financial institution or entity which may be substituted or added to the parties to the Credit Agreement or the Security Agreement in accordance with the terms of these agreements

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#### **PART IV: PLEDGED DEBTORS**

- Blackstone Healthcare Europe II S À R L, as Parent and Guarantor under the Pledged Credit Agreement and the Intercreditor Agreement, having its registered office 19 rue de Bitbourg, L-1273 Luxembourg, Luxembourg,
- Vitalia Développement MCO as Borrower under the Pledged Credit Agreement and the Intercreditor Agreement having its registered office 38, rue de Berri, 75008 Paris,
- Vitalia Développement MCO-PROPCO as Borrower under the Pledged Credit Agreement and the Intercreditor Agreement having its registered office 38, rue de Berri, 75008 Paris,
- Merrill Lynch International as facility agent and security agent under the Pledged Credit Agreement and the Intercreditor Agreement , having its registered office 2 King Edward Street, London EC1A 1HQ, United Kingdom,
- S À R L BRE/Europe 4 S À R L as Original Investor under the Intercreditor Agreement having its registered office 19 rue de Bitbourg, L-1273 Luxembourg, Luxembourg.



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. FC26157  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE OF RECEIVABLES  
AGREEMENT DATED 7 OCTOBER 2008 AND CREATED BY  
MERRILL LYNCH INTERNATIONAL BANK LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ANY BENEFICIARY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 27 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER  
2008



*Companies House*  
— for the record —

PJ



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES