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CHWP000

COMPANIES FORM No. 403a

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

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

3

FC026157

Name of company

* insert full name
of company

Merrill Lynch International Bank Limited (the "Company")

† delete as
appropriate

I, Michael Ryan
of Treasury Building, Lower Grand Canal Street, Dublin 2
[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etcDate and description of charge # See Annexure 1Date of registration # 27 October 2008Name and address of [chargee][trustee for the debenture holders]† Bank of America, N.A., 335
Madison Avenue, 5th Floor, New York, New York 10017, United Statese the date of
registration may be
confirmed from the
certificateShort particulars of property charged § See Annexure 2§ insert brief details
of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 21 Clare Street Dublin 2

Declarant to sign below

Day Month Year

on 08 12 2008before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on a
Commissioner for Oaths.

Presenter's name address and
reference (if any):

Sullivan & Cromwell
1 New Fetter Lane
London EC4A 1AN

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



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LD7WT5QP

17/12/2008

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COMPANIES HOUSE

ANNEXURES

to Form 403a

ANNEXURE 1

Date and description of charge

Pledge of Receivables Agreement (Vitalia 1) dated 7 October 2008 between the Company, Banc of America Securities LLC as Sole Lead Arranger and Bookrunner and Bank of America, N.A. as Agent (the "Pledge").

ANNEXURE 2

Short particulars of property charged

The receivables held by the Company 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. For defined terms, please refer to Annexure 3.

ANNEXURE 3

Definitions

"Intercreditor Agreement" means the agreement dated 6 December 2007 entered into between, *inter alia*, Blackstone as Parent and Original Guarantor, a number of subsidiaries of Blackstone as Guarantors and Borrowers, Merrill Lynch International as Mandated Lead Arranger, Capmark Bank Europe P.L.C. as Facility Agent, Capita Trust Company Limited as Security Agent and the Pledgor acting through its London Branch, as Original Senior Lender (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 Credit Agreement" means the senior credit agreement dated 6 December 2007 entered into between Blackstone Healthcare Europe I S.À.R.L. ("**Blackstone**")

as Parent and Guarantor, certain subsidiaries of Blackstone as Guarantors and Borrowers, Merrill Lynch International as Mandated Lead Arranger, Capmark Bank Europe P.L.C. as Facility Agent, Capita Trust Company Limited as Security Agent, and the Pledgor, acting through its London Branch as Original Lender (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 being, (i) the borrowers and the guarantors under the Pledged Credit Agreement, (ii) Capmark Bank Europe P.L.C. as Facility Agent and Capita Trust Company Limited Security Agent (as such terms are therein defined) under the Pledged Credit Agreement, 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) Capmark Bank Europe P.L.C. as Facility Agent and Capita Trust Company Limited as 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 Company under the said agreement.

LETTER OF RELEASE

3 December 2008

To: Merrill Lynch International Bank Limited
Treasury Building, Lower Grand Canal Street, Dublin 2, Ireland
As Pledgor (*Constituant*) under the Pledge of Receivables Agreement (*Acte de Nantissement de Créances*), as defined below

Dear Sirs,

We refer to the Pledge of Receivables Agreement (*Acte de Nantissement de Créances*) dated October 7th, 2008, entered into between, amongst others, the Pledgor, Banc of America Securities LLC as Arranger and Bank of America, N.A., as Agent (as each of these terms is defined therein), granted in favour of the Beneficiaries, as defined therein, over the receivables arising under (a) the senior facilities agreement dated December 6th, 2007, entered into between, among others, Blackstone Healthcare Europe I S.À.R.L. acting as Parent and Original Guarantor, certain of its subsidiaries acting as Guarantor and/or Obligor, Merrill Lynch International acting as Mandated Lead Arranger, Capmark Bank Europe P.L.C. acting as Facility Agent, Capita Trust Company Limited acting as Security Agent, the Pledgor acting through its London Branch as Original Lender, (as each of such terms is defined in the said senior facilities agreement) (the "Pledged Credit Agreement") and (b) the intercreditor agreement entered into on the same date, (the "Pledge of Receivables Agreement"). Capitalised terms defined in the Pledge of Receivables Agreement, shall have the same meaning when used herein.


We also refer to the senior credit agreement dated September 26th, 2008, as amended by Amendment No. 1 to the senior credit agreement dated October 7th, 2008, and further amended by Amendment No. 2 to the senior credit agreement dated October 29th, 2008 pursuant to which the Pledge of Receivables Agreement has been granted, and relating to an amount of USD 7,500,000,000 governed by the law of the state of New York, and its schedules, 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, as such terms are defined therein (the "Senior Credit Agreement").

In connection with the transfer to LSF Irish Holdings XXI Limited of its rights and obligations under the Pledged Credit Agreement, Merrill Lynch International Bank Limited has requested the release of the security interests created in favour of the Beneficiaries under the Pledge of Receivables Agreement. In accordance with Section 6.08 of the Senior Credit Agreement, we, Bank of America, N.A. acting as Administrative Agent consent to the sale of the receivables.

Accordingly, effective as of the date of this letter, we, Bank of America, N.A. acting as Administrative Agent and duly authorised in such capacity to act for and on behalf of the Lenders under the Senior Credit Agreement, hereby fully and finally release and discharge all liens, pledges and security interests created under the Pledge of Receivables Agreement.

This letter shall be governed by and construed in accordance with the laws of France.

Any dispute that may arise out or in connection with the validity, the construction or the execution of this release letter shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris (*Tribunal de Commerce de Paris*).


BANK OF AMERICA, N.A.
As Administrative Agent
By: William J. Coupl
SVP