

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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



00027657

Name of company

* The Boots Company PLC

Date of creation of the charge

10 January 2007

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

Please see attached Schedule 1

Amount secured by the mortgage or charge

Please see attached Schedule 2

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

The Law Debenture Pension Trust Corporation p.l.c., Fifth Floor, 100 Wood Street, London

Postcode EC2V 7EX

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

Slaughter and May
One Bunhill Row
London
EC1Y 8YY
MSXH/BNIA

PLEASE RETURN VIA
CH LONDON COUNTER

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



LD3

LE5WTMAP

17/01/2007

279

COMPANIES HOUSE

Please see attached Schedule 3.

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)

**The Law Debenture Pension Trust
Corporation p.l.c.**
By: *C. P. Morgan* Director

Signed

Date

16 January 2007

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (chargee) †

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

Notes

† delete as
appropriate

- 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company Name: The Boots Company PLC
Registration Number: 27657

SCHEDULE 1

Deed of Charge and Guarantee (the "**Deed of Charge**") relating to pension obligations under the Boots Additional Pension Arrangement dated 10 January 2007 between (1) The Boots Company PLC as "**Chargor**", (2) Alliance Boots PLC as "**Guarantor**" and (3) The Law Debenture Pension Trust Corporation p.l.c. as "**Trustee**".

Company Name: The Boots Company PLC

Registration Number: 27657

SCHEDULE 2

The amount secured under the mortgage or charge is the payment and discharge of all Secured Sums.

"Secured Sums" means all moneys and liabilities (whether actual or contingent), including, without limitation, the Liabilities, which are now or may at any time hereafter be due, owing or payable, or expressed to be due, owing or payable, to or in respect of the beneficiaries under the Arrangement from or by the Chargor or its subsidiaries under or in connection with the Arrangement or the Deed of Charge or to or in respect of the Trustee under the Deed of Charge, together with all legal and other costs, charges and expenses which the Trustee may incur in enforcing or obtaining, or attempting to enforce or obtain, payment of any such moneys and liabilities;

"Arrangement" means Boots Additional Pension Arrangement established by Deed Poll dated 11 July 1997, together with the rules relating to such scheme, as amended from time to time, copies of the Deed Poll and current Rules being attached as Schedule 4 to the Deed of Charge;

"Employer" means Boots Additional Pension Arrangement established by Deed Poll dated 11 July 1997, together with the rules relating to such scheme, as amended from time to time, copies of the Deed Poll and current Rules being attached as Schedule 4 to the Deed of Charge; and

"Liabilities" means the liabilities of the Employer to provide benefits to or in respect of the members of the Arrangement.

7
10

Company Name: The Boots Company PLC
Registration Number: 27657

SCHEDULE 3

All Rights, title and interest in and to the Charged Property by way of first fixed charge in favour of the Trustee.

"Rights" and "Charged Property" are defined below.

NOTE:

The Deed of Charge contains certain covenants restricting the Chargor's rights which include, without limitation, that it shall:

1. not create, attempt to create or permit to subsist any Security (other than the Charge) on, over or with respect to any of the Charged Property;
2. not sell, transfer, lend, assign, part with its interest in, dispose of, grant any option in respect of or otherwise deal with any of its Rights, title and interest in and to the Charged Property, or agree to do any of the foregoing (otherwise than pursuant to the Deed of Charge); and
3. ensure that the Charge will at all times be a legally valid and binding first fixed charge over the Charged Property ranking in priority to the interests of any liquidator, administrator or creditor of the Chargor.

Further Definitions

Bonds means debt securities of any kind (including, without limitation, any securities issued by, or guaranteed by, H.M. Government of the United Kingdom);

Charge means all or any of the Security created, or which may at any time be created, by or pursuant to the Deed of Charge;

Charged Property means:

- (A) the Original Required Securities;
- (B) any Derived Securities;
- (C) any Top Up Securities; and
- (D) from the relevant Substitution Date, any Substitute Securities,

in each case, to the extent that the same is not substituted or

T
95

released from the Charge in accordance with the Deed of Charge;

Derived Securities

means all Bonds and Other Securities, Rights or other property of a capital nature which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase or otherwise) in respect of:-

- (A) the Original Required Securities;
- (B) any Top Up Securities;
- (C) any Substitute Securities; or
- (D) any Bonds, Other Securities, Rights or other property previously accruing, offered, issued or paid as mentioned in this definition;

Eligible Securities

means Bonds and Other Securities, in each case, of the types listed in Schedule 2 to the Deed of Charge (*Eligible Securities*) (namely fixed and index linked H.M. Government Stock; registered debt securities issued by any company, Government or body which are rated as investment grade by any recognised rating agency; and units in unit trusts investing in the aforementioned) and such other Bonds or Other Securities as the Chargor and the Trustee may agree from time to time;

Original Required Securities

means the Bonds and Other Securities listed in Schedule 1 to the Deed of Charge (*Original Required Securities*), being 10,107,293 units in Legal and General Fixed Interest Trust registered in the name of the Chargor, to be acquired as soon as reasonably practicable after the date of the Deed of Charge;

Other Securities

means units in unit trusts;

Rights

means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever);

Security

includes any mortgage, fixed or floating charge, encumbrance, lien, pledge, hypothecation, assignment by way of security, or title retention arrangement (other than in respect of goods purchased in the ordinary course of trading), and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing;

| | |
|------------------------------|--|
| Substitution Date | means the date of any proposed substitution under the Deed of Charge of Substitute Securities for all or part of the Charged Property; |
| Substitute Securities | means any Eligible Securities nominated by the Chargor, with the consent of the Trustee; and |
| Top Up Securities | means the additional Eligible Securities to be charged under the Deed of Charge in favour of the Trustee. |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00027657

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE AND GUARANTEE DATED THE 10th JANUARY 2007 AND CREATED BY BOOTS COMPANY PLC(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ITS SUBSIDIARIES TO OR IN RESPECT OF THE BENEFICIARIES OR IN RESPECT OF THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C. 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 17th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2007.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —