

MG02

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



✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

✗ **What this form is NOT for**
You cannot use this form to
register a statement of satisfaction in
full or in part of a fixed charge for
a company registered in Scotland.
If you do this, please use form MG01.

FRIDAY



A13VMCN6

A08

02/03/2012

#281

COMPANIES HOUSE

| | | |
|----------------------|------------------------|---|
| 1 | Company details | For official use |
| Company number | 0 3 5 7 7 9 2 8 | Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by * |
| Company name in full | Aptuit (Wales) Limited | |

| | | |
|-------------------------------|---------------------------|---|
| 2 | Creation of charge | 1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate |
| Date charge created | 0 7 1 0 2 0 0 5 | |
| Description 1 | Debenture | |
| Date of registration 2 | 2 0 1 0 2 0 0 5 | |

| | | |
|--|--|---|
| 3 | Name and address of chargee(s), or trustee(s) for the debenture holders | Continuation page Please use a continuation page if you need to enter more details |
| Please give the name and address of the chargee(s), or trustee(s) for the debenture holders | | |
| Name | JPMorgan Chase Bank N A as trustee for the Secured Parties | |
| Address | 125 London Wall | |
| | London | |
| Postcode | E C 2 Y 5 A J | |
| Name | | |
| Address | | |
| Postcode | | |
| Name | | |
| Address | | |
| Postcode | | |

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4

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

Please see the attached continuation pages.

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6

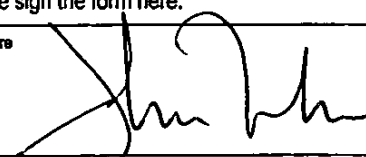
Signature

Please sign the form here.

Signature

Signature

X



X

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

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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. The contact information you give will be visible to searchers of the public record.

Contact name Emma Thompson (334926-1)

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111



Important information

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



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.



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form



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

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| 4 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">DEFINITIONS</p> <p>"Account" means any account opened or maintained by the Company with the Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.</p> <p>"Administrative Agent" means JPMorgan Chase Bank, N.A. or any of its Affiliates, in its capacity as administrative agent for the Lenders under the Loan Documents,</p> <p>"Affiliate" means, with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified;</p> <p>"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04 of the Facility Agreement) and accepted by the Administrative Agent, in the form of Exhibit A to the Facility Agreement or any other form approved by the Administrative Agent,</p> <p>"Borrower" means the U.S. Borrower or either or both U.K. Borrowers, as the context requires, and "Borrowers" means the U.S. Borrower and the U.K. Borrowers together;</p> <p>"Cash Management Agreement" means any agreement governing the provision of treasury or cash management services, including netting services, deposit accounts, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services;</p> <p>"Collateral Agent" means JPMorgan Chase Bank, N.A. or any of its Affiliates, in its capacity as collateral agent and trustee on behalf of the Lenders, the Issuing Bank, each counterparty that is a Lender or an Affiliate of a Lender to any Swap Agreement or Cash Management Agreement with a Loan Party the obligations under which constitute obligations under the Collateral Agreement and the successors and assigns of each of the foregoing;</p> <p>"Collateral Agreement" means the guarantee and collateral agreement among the Domestic Loan Parties and the Collateral Agent, substantially in the form of Exhibit C to the Facility Agreement;</p> <p>"Collateral and Guarantee Requirement" has the meaning given to that term in the Facility Agreement;</p> <p>"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlled" has a meaning correlative thereto;</p> |

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| Short particulars | <p>"Dollar Revolving Loan" has the meaning assigned to such term in Section 2.01(a) of the Facility Agreement;</p> <p>"Domestic Collateral Document" means the Collateral Agreement, the Domestic Mortgages and each other security document, pledge agreement or other document or instrument delivered in accordance with the Collateral Agreement and Domestic Mortgages and applicable local laws to grant a valid security interest or Lien in any property as collateral for the Domestic Obligations and any other document or instrument utilised to pledge or grant or purporting to pledge or grant a security interest or Lien on any property as collateral for the Domestic Obligations,</p> <p>"Domestic Guarantor" means (i) Holdings, (ii) each Subsidiary listed on Schedule 1.01(d) to the Facility Agreement and (iii) each other Domestic Subsidiary that becomes a Domestic Guarantor pursuant to Section 5.12 of the Facility Agreement until, in each case, such Person ceases to be a Domestic Guarantor in accordance with the Loan Documents;</p> <p>"Domestic Loan Parties" means the U.S. Borrower and the Domestic Guarantors;</p> <p>"Domestic Mortgage" means an agreement, including, but not limited to, a mortgage, deed of trust, assignment of leases and rents, leasehold mortgage, leasehold deed of trust or any other document, creating and evidencing a Lien on a Domestic Mortgaged Property, which shall be substantially in the form of Exhibit E-1 to the Facility Agreement or other form reasonably satisfactory to the Administrative Agent, in each case, with such schedules and including such provisions as shall be necessary to conform such document to applicable local law or as shall be customary under applicable local law;</p> <p>"Domestic Mortgaged Property" means (a) each Real Property (as such term is defined in the Facility Agreement) identified as a Foreign Mortgaged Property on Schedule 1.01(e) to the Facility Agreement and (b) each Real Property (as such term is defined in the Facility Agreement), if any, which shall be subject to a Domestic Mortgage delivered after the Effective Date pursuant to Section 5.13 of the Facility Agreement;</p> |

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| Short particulars | <p>"Domestic Obligations" means (a) all obligations from time to time arising under or in respect of the due and punctual payment of the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Dollar Revolving Loans, Swingline Loans and Letters of Credit, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise; (b) to the extent not constituting Foreign Obligations, all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) under the Facility Agreement and the other Loan Documents; and (c) the due and punctual payment and performance in full of all obligations of the Domestic Loan Parties under each Swap Agreement or Cash Management Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement or Cash Management Agreement is entered into;</p> <p>"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia,</p> <p>"Effective Date" means the date on which the conditions specified in Sections 4.01 of the Facility Agreement are satisfied (or waived);</p> <p>"Euro Revolving Loan" has the meaning assigned to such term in Section 2.01(b) of the Facility Agreement;</p> <p>"Facility Agreement" means the revolving credit facility agreement dated 30 September 2005 made between, amongst others, the UK Borrowers, the U.S. Borrower, JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent and Citigroup Global Markets, Inc., as Syndication Agent each as defined therein and as amended, varied, novated or supplemented from time to time;</p> <p>"Foreign Collateral Documents" means the U.K. Debentures, the Foreign Mortgages, the U.K. Share Charges and each other security document, pledge agreement or other document or instrument delivered in accordance with the U.K. Debentures, the U.K. Share Charges and the Foreign Mortgages and applicable local laws to grant a valid security interest or Lien in any property as collateral for the Foreign Obligations and any other document or instrument utilised to pledge or grant or purporting to pledge or grant a security interest or Lien on any property as collateral for the Foreign Obligations;</p> |

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| Short particulars | <p>"Foreign Guarantors" means (i) each of the Domestic Loan Parties, (ii) each Subsidiary listed on Schedule 1.01(g) to the Facility Agreement and (iii) each other Subsidiary that becomes a Foreign Guarantor pursuant to Section 5.12 of the Facility Agreement until, in each case, such Person ceases to be a Foreign Guarantor in accordance with the Loan Documents, provided, however, that Aptuit (Singapore) Private Limited and Almedica GmbH shall be deemed not to be Foreign Guarantors for the purposes of the Facility Agreement;</p> <p>"Foreign Loan Parties" means, collectively, the U.K. Borrowers and the Foreign Guarantors;</p> <p>"Foreign Obligations" means (a) all obligations from time to time arising under or in respect of the due and punctual payment of the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Euro Revolving Loans and Swingline Loans made and Letters of Credit issued to or for the account of the U.K. Borrowers, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise; (b) to the extent not constituting Domestic Obligations, all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) under the Facility Agreement and the other Loan Documents in respect of Euro Revolving Loans, Swingline Loans made and Letters of Credit issued to or for the account of the U.K. Borrowers; and (c) the due and punctual payment and performance in full of all obligations of each Foreign Loan Party (other than any Domestic Loan Party) under each Swap Agreement or Cash Management Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement or Cash Management Agreement is entered into,</p> <p>"Foreign Mortgaged Property" means (a) each Real Property (as such term is defined in the Facility Agreement) identified as a Foreign Mortgaged Property on Schedule 1.01(h) to the Facility Agreement and (b) each Real Property (as such term is defined in the Facility Agreement), if any, which shall be subject to a Foreign Mortgage after the Effective Date pursuant to Section 5.12 of the Facility Agreement;</p> <p>"Foreign Mortgage" means an agreement, including, but not limited to, a mortgage, debenture, standard security, deed of trust, assignment of leases and rents, leasehold mortgage, leasehold deed of trust or any other document, creating and evidencing a Lien on a Foreign Mortgaged Property, which shall be in the form of Exhibit E-2 to the Facility Agreement or such other form reasonably satisfactory to the Administrative Agent, in each case, with such schedules and including such provisions as shall be necessary to conform such document to applicable foreign law or as shall be customary under applicable foreign law;</p> |

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| Short particulars | <p>"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time, subject to the provisions of Section 1.04 of the Facility Agreement,</p> <p>"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;</p> <p>"Guarantor" means each Domestic Guarantor and each Foreign Guarantor (other than any Inactive Subsidiary for which the Borrowers have not satisfied the Collateral and Guarantee Requirement);</p> <p>"Holdings" mean Aptuit Holdings Inc ; provided that, if any other entity (such entity, a "Succeeding Holdings") becomes the immediate parent of the U.S. Borrower, "Holdings" shall also mean such entity;</p> <p>"Inactive Subsidiary" has the meaning assigned to such term in the Facility Agreement;</p> <p>"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest;</p> <p>"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights;</p> <p>"Investments" means:</p> <p>(a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);</p> <p>(b) all interests in collective investment schemes, and</p> <p>(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),</p> <p>in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).</p> <p>"Issuing Bank" means JPMorgan Chase Bank, N.A., or such other Lender designated as an "Issuing Bank" pursuant to Section 2.05(k) of the Facility Agreement. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate;</p> |

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| Short particulars | <p>"Lenders" means the Persons listed on Schedule 2.01 to the Facility Agreement and any other Person that shall have become a party to the Facility Agreement pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party thereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender;</p> <p>"Letter of Credit" means any letter of credit issued pursuant to the Facility Agreement,</p> <p>"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge, standard security, assignation in security or security interest in, on or of such asset or other arrangement to provide priority or preference with respect to such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party (other than customary rights of first refusal and tag, drag and similar rights in joint venture agreements (other than any such agreement in respect of any subsidiary)) with respect to such securities,</p> <p>"Loan Documents" means the Facility Agreement, the promissory notes, if any, executed and delivered pursuant to Section 2.09(e) of the Facility Agreement, and the Security Documents;</p> <p>"Loan Party" means each of Holdings, the Borrowers, the Guarantors and the Permitted Joint Venture Loan Parties, and "Loan Parties" means all of them;</p> <p>"Loans" means the loans made by the Lenders to the Borrowers pursuant to the Facility Agreement;</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company);</p> <p>"Obligations" means the Domestic Obligations and the Foreign Obligations;</p> <p>"Perfection Certificate" means a certificate in the form of Exhibit G to the Facility Agreement or any other form approved by the Collateral Agent;</p> <p>"Permitted Joint Venture" has the meaning assigned to such term in the Facility Agreement;</p> <p>"Permitted Joint Venture Loan Party" means any Permitted Joint Venture which (a) is a subsidiary of any Borrower or any Guarantor and (b) satisfies the terms of the Collateral and Guarantee Requirement;</p> |

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| Short particulars | <p>"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other legal entity;</p> <p>"Real Property" means:</p> <p>(a) any freehold, leasehold or immovable property; and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;</p> <p>and includes all Related Rights.</p> <p>"Related Rights" means, in relation to any asset:</p> <p>(a) the proceeds of sale of any part of that asset;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset;</p> <p>"Secured Obligations" means all obligations covenanted to be discharged by the Company in Clause 2.1 of the Debenture (Covenant to Pay);</p> <p>"Secured Parties" means the Lenders, the Trustee, the Administrative Agent, the Issuing Bank, each counterparty that is a Lender or an Affiliate of a Lender to any Swap Agreement or Cash Management Agreement with a Loan Party the obligations under which constitute Obligations and the successors and assigns of each of the foregoing;</p> <p>"Security Documents" means the Perfection Certificate, the Domestic Collateral Documents, the Foreign Collateral Documents and each other security agreement or other instrument or document executed and delivered pursuant to Section 5.12 or Section 5.13 of the Facility Agreement to secure any of the Obligations;</p> <p>"Shares" means all of the shares in the capital of Almedica Europe Limited (Company number 02919001) held by, to the order or on behalf of the Company at any time;</p> |

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| Short particulars | <p data-bbox="387 439 1027 465">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="387 577 1439 842">"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held;</p> <p data-bbox="387 875 1439 1093">"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of any Borrower or any Subsidiary shall be a Swap Agreement;</p> <p data-bbox="387 1122 1439 1263">"Swingline Lender" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans under the Facility Agreement. The Swingline Lender may, in its discretion, arrange one or more Swingline Loans to be made by Affiliates of the Swingline Lender, in which case the term "Swingline Lender" shall include any such Affiliate with respect to Swingline Loans made by such Affiliate;</p> <p data-bbox="387 1292 1439 1341">"Swingline Loan" means a Loan made pursuant to Section 2.04 of the Facility Agreement;</p> <p data-bbox="387 1370 1166 1397">"Syndication Agent" means Citigroup Global Markets Inc;</p> <p data-bbox="387 1426 1439 1520">"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights;</p> <p data-bbox="387 1550 1439 1671">"Trustee" means JPMorgan Chase Bank N.A. as trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement, and shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facility Agreement;</p> <p data-bbox="387 1700 1439 1749">"U.K. Borrower", and together "U.K. Borrowers", means Early Development and Packaging Services (UK) Limited and Almedica Europe Limited;</p> |

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| Short particulars | <p>"U.K. Debenture" means either (a) a debenture entered into by the Collateral Agent and Almedica Limited on 7 October 2005, (b) a debenture entered into by the Collateral Agent and Almedica Europe Limited on 7 October 2005, (c) a debenture entered into by the Collateral Agent and Early Development and Packaging Services (UK) Limited on 7 October 2005 or (d) in the case of any Person that becomes a Foreign Loan Party after the Effective Date, a U.K. Debenture substantially in the form of Exhibit H to the Facility Agreement, entered into by the Collateral Agent and such Foreign Loan Party dated on or about the date such Person becomes a Foreign Loan Party, and "U.K. Debentures" means all of them,</p> <p>"U.K. Share Charge" means (a) a share charge entered into by Aptuit, Inc in respect of the shares held in Early Development and Packaging Services (UK) Limited in favour of the Collateral Agent dated 7 October 2005, (b) a share charge entered into by Almedica International, Inc. in respect of the shares held in Almedica Limited in favour of the Collateral Agent dated 7 October 2005 or (c) in the case of any Person that becomes a Foreign Loan Party after the Effective Date and which becomes a subsidiary of another Foreign Loan Party, a U.K. Share Charge substantially in the form of Exhibit I to the Facility Agreement, entered into by such other Foreign Loan Party in respect of the shares held in such Person in favour of the Collateral Agent dated on or about the date such Person becomes a Foreign Loan Party, and "U.K. Share Charges" means all of them;</p> <p>"U.S. Borrower" means Aptuit, Inc.</p> |

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| Short particulars | <p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">AMOUNT SECURED BY THE MORTGAGE OR CHARGE</p> <p>The Company covenanted with the Trustee as trustee for the Secured Parties that it shall on demand of the Trustee discharge all obligations which the Company may at any time have to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Loan Documents (including the Debenture) including any liability in respect of any further advances made under the Loan Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law</p> |

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| Short particulars | <p style="text-align: center;">SCHEDULE 3</p> <p style="text-align: center;">SHORT PARTICULARS OF ALL PROPERTY CHARGED</p> <p>1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE</p> <p>1.1 Fixed Charges</p> <p>In the Debenture, the Company has charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets:</p> <p>1.1.1 the Real Property;</p> <p>1.1.2 the Tangible Moveable Property;</p> <p>1.1.3 the Accounts;</p> <p>1.1.4 the Intellectual Property;</p> <p>1.1.5 any goodwill and rights in relation to the uncalled capital of the Company;</p> <p>1.1.6 the Investments;</p> <p>1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and</p> <p>1.1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.</p> <p>1.2 Assignments</p> <p>In the Debenture, the Company has assigned with full title guarantee to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title</p> |