

MG01

Particulars of a mortgage or charge

104668/13



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

WEDNESDAY



LD5 08/12/2010 32
COMPANIES HOUSE

ase
'uk

1

Company details

Company number

0 5 0 3 2 4 3 0

Company name in full

Actavis Holdings UK Ltd (the "Company")

5 For official use

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

2 3 1 1 2 0 1 0

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

A debenture between the Company and Deutsche Bank AG, London Branch
(the "Security Agent") in respect of all the assets and undertaking of the
Company which from time to time that become the subject of the security
created or expressed to be created in favour of the Security Agent by or
pursuant to the Debenture and any Mortgage (the "Debenture")

4

Amount secured

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

Amount secured

The Company has covenanted with the Security Agent
as trustee for the Secured Parties that it shall on
demand of the Security Agent discharge all the
Liabilities and all other obligations at any time
due, owing or incurred by any member of the Group
and by each Obligor to any Secured Party under the
Debt Documents (including the Debenture and any
Mortgage) including the obligations set out in
Clause 18.3 (Parallel Debt (Covenant to pay the
Security Agent)) of the Intercreditor Agreement,
Clause 18.4 (Joint Creditorship) of the
Intercreditor Agreement, Clause 32.20 (Joint
Creditorship) of the Senior Facilities Agreement,
Clause 32.20 (Joint Creditorship) of the PIK
Facility Agreement and Clause 32.20 (Joint
Creditorship) of the Subordinated Facility

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

Agreement both actual or contingent and whether incurred solely or jointly and whether as principal or as surety or in any other capacity (the "**Secured Obligations**")

Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short Particulars of all the property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation page)

MG01

Particulars of a mortgage or charge

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	Deutsche Bank AG, London Branch
Address	Winchester House, 1 Great Winchester Street, London
Postcode	E C 2 N 2 D 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

Fixed Charges clause 3 1 of the Debenture

(a) The Company has charged with full title guarantee in favour of the Security Agent 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 this Debenture shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property

(b) The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property

(c) The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts

(d) The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property

(e) The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to

MG01 - continuation page

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

obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Company

(f) The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments

(g) The Company has charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) 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

Assignment clause 3.2 of the Debenture

The Company has assigned and agreed to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party) all rights and claims in relation to any Account

Floating Charge clause 3.3 of the Debenture

(a) The Company with full title guarantee has charged in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge subject only to the debentures dated 15 November 2007, 24 April 2008, 22 October 2008 and 30 April 2009 each in favour of Deutsche Bank AG, London Branch on behalf of the Secured Parties (as defined therein), all present and future assets and undertaking of the Company

(b) The floating charge created above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Debt Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the above

The Debenture also contains covenants for further assurances and a negative pledge

Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short Particulars of all the property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation page)

MG01 - continuation page

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	<p>In this form MG01:</p> <p>"Account" means any account (other than any account to which clause 27 30 (d) of the Facility Agreements applies) opened or maintained by the Company with the Security Agent 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>"Agents" has the meaning given to the term "Agents" in the Intercreditor Agreement</p> <p>"Arranger" means Deutsche Bank AG, London Branch</p> <p>"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage</p> <p>"Creditor" means any or all, as the context may require, of the Senior Creditors, the PIK Lenders, Glitnir, Landsbanki, the Subordinated Lenders, the Hedge Counterparties and the Intra-Group Lenders</p> <p>"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Senior Finance Documents, the PIK Finance Documents, the Subordinated Finance Documents, the Glitnir Finance Documents, the Landsbanki Finance Documents, the Security Documents, any agreement evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Agent and Equityco (but which, for the avoidance of doubt, does not include the Mainsee Sale Agreement)</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Effective Time" means the date specified in the Effective Time Notice</p> <p>"Effective Time Notice" means a notice to be delivered by Deutsche Bank AG, London Branch (acting, amongst other things as Senior Facilities Agent) to the Parties, in the form agreed between Deutsche Bank AG, London Branch and the Parties</p> <p>"Equityco" means Argon Equity S À R L</p> <p>"Facility Agreements" means each of the Senior Facilities Agreement, the PIK Facility Agreement and the Subordinated Facility Agreement</p> <p>"Glitnir" means Glitnir Banki HF</p> <p>"Glitnir Finance Documents" has the meaning given to the term "Glitnir Finance Documents" in the Intercreditor Agreement</p> <p>"Group" has the meaning given to the term "Group" in the Intercreditor Agreement</p> <p>"Hedge Counterparties" has the meaning given to the term "Hedge</p>	

MG01 - continuation page
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	<p>Counterparty" in the Intercreditor Agreement</p> <p>"Hedging Agreement" has the meaning given to the term "Hedging Agreement" in the Intercreditor Agreement</p> <p>"Holdco" means Argon Hold S À R L</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>"Intercreditor Agreement" means the intercreditor agreement dated 18 August 2010 and made between, among others, the Parent, Equityco, Newco, PIKco, Holdco, the Original Obligors, Deutsche Bank AG, London Branch as Security Agent, Deutsche Bank AG, London Branch as senior agent, the Senior Lenders, the Arranger, the Hedge Counterparties and the PIK Lenders, the PIK Facility Agent, the Subordinated Lenders, the Subordinated Facility Agent, Glitnir, Landsbanki, the Intra-Group Lenders and the Intra-Group Debtors (each as defined in the Intercreditor Agreement)</p> <p>"Intra-Group Debtors" means each member of the Group which has received a loan, been granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages of the Intercreditor Agreement as an Intra-Group Debtor or which becomes a party as an Intra-Group Debtor in accordance with the terms of Clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Intra-Group Lenders" means each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages of the Intercreditor Agreement as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders</p> <p>"Investments" means:</p> <p>(a) any stocks, shares, debentures, securities and certificates of deposit,</p> <p>(b) all interests in collective investment schemes, and</p>	

MG01 - continuation page

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

(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any lender, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such lender, nominee, fiduciary or clearance system)

"Landsbank1" means Landsbank1 Islands HF

"Landsbank1 Finance Documents" has the meaning given to the term "Landsbank1 Finance Documents" in the Intercreditor Agreement

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

(a) any refinancing, novation, deferral or extension,

(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,

(c) any claim for damages or restitution, and

(d) any claim as a result of any recovery by any Obligor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"Mainsee Sale Agreement" means the asset sale agreement and associated transfer deed entered into, or to be entered into, between Mainsee Pharma GmbH and Actavis Deutschland GmbH and Co KG, in relation to the sale of certain of the assets of Mainsee Pharma GmbH to Actavis Deutschland GmbH and Co KG

"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)

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (Further Assurance) of the Debenture substantially in the form of Schedule 3 (Form of Legal

MG01 - continuation page

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

Mortgage) of the Debenture

"**Newco**" means Argon New S A R L

"**Obligor**" means each Original Obligor and any person which becomes a Party as an Obligor in accordance with the terms of Clause 20 (*Changes to the Parties*) of the Intercreditor Agreement

"**Original Obligors**" means the subsidiaries of Holdco named as Obligors on the signing pages of the Intercreditor Agreement

"**Parent**" means Nitrogen DS Ltd

"**Party**" means party to the Intercreditor Agreement

"**Payment**" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"**PIK Facility Agent**" means Deutsche Bank AG, London Branch

"**PIK Lenders**" means Deutsche Bank AG, London Branch and any person that becomes a party to the Intercreditor Agreement as a PIK Lender

"**PIKco**" means Argon PIK S.À R L

"**PIK Facility Agreement**" means the PIK facility agreement entered into between PIKco, the PIK Facility Agent and the PIK Lenders arising from the PIK Facility Amendment and Restatement Agreement and becoming effective at the Effective Time

"**PIK Facility Amendment and Restatement Agreement**" means the agreement dated 20 July 2010 between, amongst others, PIKco, the PIK Facility Agent and the PIK Lenders, amending and restating certain obligations of PIKco becoming effective at the Effective Time, and arising from a transfer from Holdco to PIKco of certain obligations under the Senior Facilities Agreement by way of novation at the Effective Time

"**PIK Finance Documents**" has the meaning given to the term "PIK Finance Documents" in the Intercreditor Agreement

"**Primary Creditors**" means the Senior Creditors, Glitnir, Landsbanki, the PIK Lenders and the Subordinated Lenders

"**Real Property**" means.

(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Real Property*)) of the Debenture, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold

MG01 - continuation page
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

property.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

"Related Rights" means, in relation to any asset

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

(d) any monies and proceeds paid or payable in respect of that asset

"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Agents, the Arranger and each of the Primary Creditors from time to time but, in the case of each Agent, the Arranger or each Primary Creditor, only if it is a party to this Agreement or (in the case of an Agent or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20.8 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means

(a) each of the Transaction Security Documents,

(b) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and

(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above

"Senior Creditors" has the meaning given to the term "Senior Creditors" in the Intercreditor Agreement.

"Senior Facilities Agreement" means the senior facilities agreement dated 14 September 2007, as amended by a deed of amendment and restatement dated 5 November 2007, a deed of amendment and restatement dated 14 March 2008, a deed of amendment and restatement dated 20 September 2008, a deed of amendment and restatement dated 30 April 2009, a deed of amendment dated 27 July 2009 and a deed of amendment dated 7 May 2010 and as novated at

MG01 - continuation page

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

the Effective Time and then amended and restated by the Senior Facilities Amendment and Restatement Agreement

"Senior Facilities Amendment and Restatement Agreement" means the agreement dated 20 July 2010 between Newco, Equityco, PIKco, the Parent, the Company, the Senior Lenders and others, amending and restating the Senior Facilities Agreement at the Effective Time

"Senior Finance Documents" has the meaning given to the term "Senior Finance Documents" in the Intercreditor Agreement

"Senior Lenders" means Deutsche Bank AG, London Branch and any person that becomes a party to the Intercreditor Agreement as a Senior Lender

"Subordinated Facility Agent" means Deutsche Bank AG, London Branch

"Subordinated Facility Agreement" means the original PIK loan credit agreement dated 14 September 2007, as amended by a deed of amendment and restatement dated 5 November 2007, a deed of amendment and restatement dated 14 March 2008, a deed of amendment and restatement dated 11 April 2008, a deed of amendment and restatement dated 20 September 2008 and a deed of amendment dated 7 May 2010 and as novated by AP 5 S a r l to Newco at the Effective Time, under a novation agreement dated 20 July 2010 and as further amended and restated in the Subordinated Facility Amendment and Restatement Agreement

"Subordinated Facility Amendment and Restatement Agreement" means the agreement dated 20 July 2010, between amongst others, Newco, the Subordinated Facility Agent and the Security Agent, amending and restating the Subordinated Facility Agreement at the Effective Time

"Subordinated Finance Documents" has the meaning given to the term "Subordinated Finance Documents" in the Intercreditor Agreement

"Subordinated Lenders" means Deutsche Bank, London Branch and any person that becomes a party to the Intercreditor Agreement as a Subordinated Lender

"Tangible Moveable Property" means any plant, machinery, office equipment,

MG01 - continuation page

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

"Transaction Security Documents" has the meaning given to the term
"Transaction Security Documents" in the Senior Facilities Agreement

MG01

Particulars of a mortgage or charge

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

None

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 866)

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 870). 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 *Clifford Chance LLP* X

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5032430
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
NOVEMBER 2010 AND CREATED BY ACTAVIS HOLDINGS UK
LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM ANY MEMBER OF THE GROUP AND BY EACH OBLIGOR
TO ANY SECURED PARTY 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 8 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER
2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES