

# M

CHFP025

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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

2

05032430

Name of company

ACTAVIS HOLDINGS UK LIMITED, a company incorporated in England and Wales, having its  
registered office at 21 Holborn Viaduct, London EC1A 2DY (the "Chargor")

Date of creation of the charge

22 October 2008

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

A debenture dated 22 October 2008 (the "Debenture") and entered into between the Chargor and  
DEUTSCHE BANK AG, LONDON BRANCH as trustee for the Secured Parties (the "Security  
Agent", which expression includes any person which is for the time being a trustee (or a co-trustee)  
for the Secured Parties)

Amount secured by the mortgage or charge

All present and future obligations and Liabilities (whether actual or contingent and whether owed  
jointly or severally or in any other capacity whatsoever) of each Obligor to the Secured Parties (or  
any of them) under each or any of the Finance Documents together with all costs, charges and  
expenses incurred by any Secured Party in connection with the protection, preservation or  
enforcement of its respective rights under the Finance Documents or any other document evidencing  
or securing any such liabilities (together, the "Secured Liabilities")

In this Form 395 unless otherwise defined the terms used have the meaning given thereto in  
Schedule 2

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

Deutsche Bank AG, London Branch as trustee for the Secured Parties  
Winchester House  
1 Great Winchester Street, London, United Kingdom

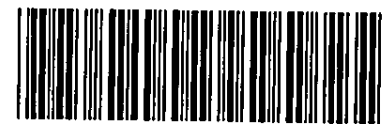
Postcode EC2N 2DB

Presentor's name address and  
reference (if any)  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW  
Our ref CK/TL-4410650-0320  
Tel 020 7532 2775

Time critical reference

For official Use  
Mortgage Section

Non Part  
No sig  
03/11/08



PMO 3/11/08 88  
COMPANIES HOUSE

LD2 05/11/2008 67  
COMPANIES HOUSE

PMO 03/11/08 82  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 1

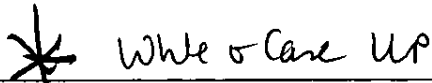
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in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 30 October 2008

On behalf of 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 situated 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 mortgage for 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**.

**SCHEDULE 1: SHORT PARTICULARS OF ALL THE PROPERTY CHARGED****1. COVENANT TO PAY**

The Chargor agreed, as primary obligor and not only as a surety, that it would promptly on demand of the Security Agent at the times and in the manner provided in the relevant Finance Documents, pay and discharge the Secured Liabilities

**2. FIXED CHARGES**

The Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, charged in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Deed:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part I of Schedule 1 (*Real Property*) and all other Real Property now vested in the Chargor and the proceeds of sale of all or any part thereof;
- (b) by way of first fixed charge all of the Chargor's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (*Assignments*) of the Debenture or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment)
  - (i) to the extent not effectively charged pursuant to paragraph (a) of Clause 3 of the Debenture, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of the Debenture and the proceeds of sale of all or any part thereof,
  - (ii) all Charged Accounts,
  - (iii) all Investments and all Related Rights,
  - (iv) all Insurances and all Related Rights;
  - (v) any beneficial interest, claim or entitlement to a pension fund (to the extent permitted as a matter of law);
  - (vi) all Authorisations (statutory or otherwise) held in connection with the business of the Chargor or the use of any asset of the Chargor and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
  - (vii) all goodwill and uncalled capital of the Chargor, and
  - (viii) all of the Registered Intellectual Property Rights (if any) specified in Part II of Schedule 1 (*Registered Intellectual Property Rights*) of the Debenture and all other Registered Intellectual Property Rights of the Chargor

**3. ASSIGNMENTS****3.1 Assignments**

Subject to Clause 4.2 (*Non-Assignable Rights*) of the Debenture, the Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities,

assigned absolutely to the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Deed all its present and future right, title and interest in and to and the benefit of

- (i) the Insurances and all Related Rights;
- (ii) all Assigned Accounts,
- (iii) to the extent not charged under the provisions of Clause 3(b)(viii) of the Debenture all Intellectual Property Rights, and
- (iv) the Intercompany Indebtedness and any other amounts payable in respect thereof, including under any other loan agreements from time to time entered into by the Chargor and any other member of the Group

### 3 2 Non-Assignable rights

The Chargor declared that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 4 1 (*Assignments*) of the Debenture above could not be or was not effectively assigned pursuant to Clause 4 1 of the Debenture for whatever reason, the Chargor shall (provided that such information is within the knowledge of the Chargor following due and careful enquiry).

- (a) promptly notify the Security Agent of the same and the reasons therefor,
- (b) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities, and
- (c) take such steps as the Security Agent may require to remove such impediment to an assignment.

### 3 3 Licence Back of Intellectual Property Rights

The Security Agent granted to the Chargor an exclusive, royalty-free licence to use and to have used on its behalf in any manner pursuant to the ordinary course of its business and to sublicense at the Chargor's discretion all Intellectual Property Rights assigned under Clause 4 of the Debenture at any time prior to the Security becoming enforceable Subject to Clause 11 1(b) (*Notification*) of the Debenture, the grant of licence under Clause 4 4 of the Debenture includes (without limitation of the generality of the above) the grant to the Chargor of the sole right to take action against, and compromise or make settlements with, any third parties infringing the Intellectual Property Rights in satisfaction of the Chargor's obligations under paragraph (b) of Clause 11 2(b) (*Protection*) of the Debenture

## 4. FLOATING CHARGE

### 4 1 Creation of Floating Charge

- (a) The Chargor, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, charged in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Deed by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (*Fixed Charges*) of the Debenture or effectively assigned pursuant to Clause 4 (*Assignments*) of the Debenture

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 5 of the Debenture

#### 4.2 Conversion of Floating Charge

- (a) The Security Agent may, by notice to the Chargor, convert the floating charge created under the Debenture with immediate effect into a fixed charge if

- (i) the Security becomes enforceable in accordance with Clause 16 (*Enforcement of Security*) of the Debenture, or
- (ii) the Security Agent in good faith considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy,

and such fixed charge shall apply to all assets the subject of the floating charge unless and to the extent that such notice otherwise specifies

- (b) The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time

- (i) upon the convening of a meeting of the members of the Chargor to consider a resolution to wind up the Chargor,
- (ii) as any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (A) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor other than in connection with a Permitted Reorganisation;
  - (B) a composition, compromise, assignment or arrangement with any creditor of the Chargor; or
  - (C) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Chargor or any of its assets, or
- (iii) if the Chargor fails to comply with its covenant in Clause 8.2 (*Negative Pledge and Disposals*) of the Debenture,

provided that nothing in the Debenture shall cause the floating charge to crystallise by reason of the Chargor obtaining or of anything being done with a view to the Chargor obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986

- (c) The giving of notice by the Security Agent pursuant to paragraph (a) of Clause 5 of the Debenture in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Agent to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Parties (or any of

them) under any Finance Document

**5. CONTINUING AND INDEPENDENT SECURITY**

The Security constitutes and is continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Liabilities, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Party may hold at any time for the Secured Liabilities or any of them

**6. NEGATIVE PLEDGE AND DISPOSALS**

The Chargor will not

- (a) create or permit to subsist any Encumbrance over all or any of its present or future assets other than
  - (i) Encumbrances constituted by or created pursuant to any of the Finance Documents, and
  - (ii) other Encumbrances expressly permitted under the terms of the Finance Documents, and
- (b) dispose of any of its assets except to the extent and in the manner expressly permitted under the Finance Documents

**7. FURTHER ASSURANCE**

Subject to the Agreed Security Principles and the other provisions of the Debenture, the Chargor shall promptly from time to time and at its own expense, do all such things as the Security Agent may reasonably require to enable the Security Agent to perfect the Security or the priority of the Security or to exercise any of the rights conferred on the Security Agent or the Secured Parties by the Debenture or by law and to that intent the Chargor shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under Clauses 3 (*Fixed Charges*) and 4 (*Assignments*) of the Debenture respectively, and shall give all such notices and directions as the Security Agent (acting reasonably) may consider expedient. The obligations of the Chargor under Clause 14 of the Debenture are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

## SCHEDULE 2: DEFINITIONS

In this Form 395

**"Account"** means any account now or in the future opened or maintained by the Chargor with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights

**"Affiliate"** means:

(a) in relation to any person (including a Lender), a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, and

(b) in relation to a Lender,

(i) any fund or entity (whether a company, partnership, trust or other person) that is engaged in (or that is formed for the purpose of) making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by (or has the same general partner as) such Lender or any Affiliate of such Lender, and

(ii) in the case of any Lender that is a fund that invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is administered or managed by the same investment adviser or general partner or by an Affiliate of such investment adviser or general partner

**"Agreed Security Principles"** means the principles set out in Schedule 12 to the Senior Facilities Agreement

**"Ancillary Facility"** means any ancillary facility made available under the Revolving Facility in accordance with the terms of the Senior Facilities Agreement

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with the terms of the Senior Facilities Agreement

**"Assigned Account"** means

(a) each Account (if any) identified in Part IV of Schedule 1 (*Assigned Accounts*) of the Debenture, and

(b) any other Account designated in writing as an Assigned Account by the Security Agent

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Borrower"** means Borrower as defined in the Senior Facilities Agreement

**"Charged Accounts"** means:

(a) each Collateral Account,

(b) each Account (if any) maintained by the Chargor with the Security Agent identified in Part VI of Schedule 1 (*Charged Accounts*) of the Debenture, and

(c) any other Account maintained by the Chargor with the Security Agent designated in writing as a Charged Account by the Security Agent



**"Closing Date"** has the meaning set out in the Senior Facilities Agreement

**"Collateral Account"** means any Account that may from time to time be opened by the Chargor with the Security Agent pursuant to paragraph (a)(iii) of Clause 9 1 (*Accounts General*) of the Debenture

**"Committed Acquisition and Capex Facility"** means the term acquisition and capital expenditure facility made available under the Senior Facilities Agreement

**"Encumbrance"** means

- (a) a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person, or
- (b) any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect

**"Facility"** has the meaning attributed to such term in the Senior Facilities Agreement

**"Facility A"** means the term loan facility made available under the Senior Facilities Agreement in a maximum aggregate amount equal to the Total Facility A Commitments

**"Facility A Commitment"** has the meaning attributed to such term in the Senior Facilities Agreement

**"Facility Agent"** means Deutsche Bank AG, London Branch as facility agent under the Senior Facilities Agreement

**"Facilities Agreementss"** means the Senior Facilities Agreement and the Mezzanine Facilities Agreements

**"Facility B"** means the term loan facility made available under the Senior Facilities Agreement in a maximum aggregate amount equal to the Total Facility B Commitments

**"Facility B Commitment"** has the meaning attributed to such term in the Senior Facilities Agreement

**"Finance Documents"** means Finance Document as defined in the Facilities Agreementss

**"Fixtures"** means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

**"Group"** means Novator Pharma Holding 1 hf and its Subsidiaries for the time being including, after the Closing Date, the Target Group

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Chargor or a Borrower and a Hedging Counterparty limited to the purpose of hedging interest rate liabilities risks in relation to the Term Facilities or the Mezzanine Facility

**"Hedging Counterparty"** means a Lender or any other party to a Hedging Agreement which has become a party to the Intercreditor Deed as a Hedging Counterparty in accordance with the provisions of the Intercreditor Deed

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

**"Insurances"** means all contracts and policies of insurance of whatever nature (but excluding third-party insurance) which are, from time to time, taken out by or on behalf of the Chargor or (to the extent of such



interest) in which the Chargor has an interest (and including, without limitation, any keyman insurance)

**"Intellectual Property Rights"** means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, domain names, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Chargor.

**"Intercompany Indebtedness"** means indebtedness owing by any member of the Group to the Chargor under the loan agreements or other debt instruments listed in Schedule I Part VI and any other indebtedness owing by any member of the Group to the Chargor from time to time outstanding

**"Intercreditor Deed"** means the intercreditor deed dated 14 September 2007 as amended and restated 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 and a deed of amendment and restatement dated 20 September 2008 and as amended and restated from time to time between amongst others Novator Pharma Holding 1 HF (now known as Actavis Pharma Holding 1 ehf) as the Parent, the Chargor as the Original Senior Borrower and the Original Mezzanine Borrower and Deutsche Bank AG, London Branch as Senior Agent, Mezzanine Facility Agent and Security Agent

**"Investments"** means

- (a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever, and
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,

in each case whether held directly by or to the order of the Chargor or by any custodian, nominee, fiduciary, clearance system or other similar person on its behalf (and all rights against any such person)

**"Issuing Bank"** means Deutsche Bank AG, London Branch as issuing bank under the Senior Facilities Agreement

**"Lender"** means the Original Lenders identified in Part 2 of Schedule 1 of the Senior Facilities Agreement and any New Lender to whom rights and/or obligations under relevant Facility are assigned or transferred in accordance with the terms of the Senior Facilities Agreement until its entire participation in such Facility has been assigned or transferred in accordance with the Senior Facilities Agreement.

**"Liability"** means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings

**"Mezzanine Facility"** means the term loan facility made available under the Mezzanine Facilities Agreements

**"Mezzanine Facility Agent"** means the Facility Agent as defined in the Mezzanine Facilities Agreements

**"Mezzanine Facilities Agreements"** means the mezzanine Facilities Agreements dated 14 September 2007 as amended and restated by a deed of amendment and restatement dated 5 November 2007 effective 6 November 2007, as further amended and restated by a deed of amendment and restatement dated 14 March 2008 and a

deed of amendment and restatement dated 20 September 2008 and as amended and restated from time to time made between (among others) Novator Pharma Holding 4 EHF (now known as Actavis Pharma Holding 4 ehf) as the Company and Deutsche Bank AG, London Branch as the Facility Agent and the Security Agent

**"New Lender"** means a bank or financial institution or a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to whom a Lender assigns any of its rights or transfers by novation any of its rights and obligations under any Finance Document.

**"Notice of Assignment"** means a duly completed notice of assignment substantially in the form set out in the relevant Part of Schedule 2 (*Forms of Notice and Acknowledgement of Assignment*) of the Debenture being

- (a) Part IA, in the case of Insurances,
- (b) Part IIA, in the case of Assigned Accounts, and
- (c) Part IIIA, in the case of Intercompany Indebtedness

or in such other form as may be approved by the Security Agent.

**"NPH5"** means Novator Pharma Holding 5 ehf., a company incorporated in Iceland

**"Obligor"** means Obligor as defined in the Senior Facilities Agreement

**"Original Mezzanine Borrower"** means Novator Finco 2 S À R L

**"Original Senior Borrower"** has the meaning attributed to it in the Intercreditor Deed

**"Parent"** means Novator Pharma Holding 1 HF (now known as Actavis Pharma Holding 1 ehf)

**"Permitted Reorganisation"** has the meaning given to it in the Senior Facilities Agreement

**"Real Property"** means any freehold or leasehold property in England and Wales and any other land, buildings or erections anywhere in the world or any estate or interest therein, and any reference to Real Property includes all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon

**"Registered Intellectual Property Rights"** means patents, petty patents, utility models, registered trade marks, registered designs and registered copyright, including applications for any of the same in any part of the world

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale of all or 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, proceeds or income paid or payable in respect of that asset

**"Revolving Facility"** means the revolving facility made available under the Senior Facilities Agreement and described in paragraph (a)(v) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement

**"Second Lien Facility"** means the second lien term loan facility made available under the Senior Facilities



Agreement

**"Secured Assets"** means all of the assets, rights, title, interests and benefits of the Chargor from time to time the subject of the Security

**"Secured Parties"** means the Security Agent, the Facility Agent, each Lender, each Hedging Counterparty, the Issuing Bank and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Facilities Agreements and each Senior Facility Party and Mezzanine Facility Party (as defined in the Intercreditor Deed) and in respect of the share pledge in NPH5, the PIK Finance Parties as defined in the Intercreditor Deed

**"Security"** means the security created or intended to be created by the Debenture

**"Security Period"** means the period beginning on the date of the Debenture and ending on the date upon which the Security Agent is satisfied that

- (a) none of the Secured Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrowers under any of the Finance Documents, and
- (b) all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

**"Senior Facilities Agreement"** means the senior facilities agreement dated 14 September 2007 as amended and restated by a deed of amendment and restatement dated 5 November 2007 effective 6 November 2007, as further amended and restated by a deed of amendment and restatement dated 14 March 2008 and a deed of amendment and restatement dated 20 September 2008 and effective 22 September 2008 and as amended and restated from time to time made between (among others) Novator Pharma Holding 4 EHF (now known as Actavis Pharma Holding 4 ehf) as the Company and Deutsche Bank AG, London Branch as the Facility Agent and the Security Agent

**"Shares"** means the shares identified in Part III of Schedule 1 (*Shares*) of the Debenture (if any) and all other shares in the capital of the issuing companies named in Schedule 1 now or in the future legally or beneficially owned by the Chargor and/or any nominee on its behalf

**"Subsidiary"** means in relation to any person, any entity which is controlled directly or indirectly by that person and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time, and "control" for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in the Senior Facilities Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise

**"Target Group"** has the meaning set out in the Senior Facilities Agreement

**"Term Facility"** means Facility A, Facility B, the Second Lien Facility and/or Committed Acquisition and Capex Facility and/or Uncommitted Acquisition and Capex Facility

**"Total Facility A Commitments"** means the aggregate of the Facility A Commitments, being €213,663,871.73 and \$200,000,000 as at 14 March 2008

**"Total Facility B Commitments"** means the aggregate of the Facility B Commitments, being €1,296,197,871.73 and \$200,000,000 as at 14 March 2008

**"Uncommitted Acquisition and Capex Facility"** means the term uncommitted acquisition and capital

Chargor Name. ACTAVIS HOLDINGS UK LIMITED

Chargor Number: 05032430

Continuation Sheet: 10 of 10

expenditure facility made available under the Senior Facilities Agreement





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

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

**COMPANY NO. 5032430  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 OCTOBER  
2008 AND CREATED BY ACTAVIS HOLDINGS UK LTD. FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO THE SECURED PARTIES (OR ANY OF  
THEM) 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 3  
NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 NOVEMBER  
2008

*pl/24*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

