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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

321111

1007434

Name of company

* Alan Dick & Company Limited (the "Charging Company")

Date of creation of the charge

14 April 2008

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

Pledge of Shares Agreement dated 14 April 2008 and made between the Charging Company (1), Lloyds TSB Bank plc (as Pledgee and Senior Security Trustee) (2), Alan Dick Company (North Africa) for Wireless Infrastructure, SAE (3), and AL-AN for Antenna Support Systems, SAE (4) (the "Share Pledge")

Amount secured by the mortgage or charge

The Charging Company, in the Share Pledge, covenanted to pledge as a first ranking pledge the Pledged Shares in favour of the Pledgee, as a continuing security for payment of the Secured Obligations including without limitation, the principal, interests, commissions, fees and expenses related thereto and the satisfaction of all its obligations thereunder

(The definitions of each defined term are detailed in the attached Schedule)

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

Lloyds TSB Bank plc (in its capacity as senior security trustee under the Supplemental Trust Deed (as defined in the attached Schedule))
25 Gresham Street, London (the "Pledgee")

Postcode EC2V 7HN

Presentor's name address and
reference (if any)

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3SJT/0143L 01834

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LO1CMZ9G

LD4

28/04/2008

COMPANIES HOUSE

300

Short particulars of all the property mortgaged or charged

See Parts II and III of the attached Schedule

The attached schedules refer to covenants by, and restrictions on, the Charging Company, which protect and further define the charges created by the Shares Pledge and which must be read as part of those charges

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

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

Lloyds LLP

Date 28 04 2008

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] † Lloyds TSB Bank plc

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

† delete as appropriate

Notes

- 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**

SCHEDULE TO FORM 395 FOR SHARE PLEDGE DATED 14 APRIL 2008

Part I

Definitions

In this Schedule, references to Articles and Annexes are to Articles of, and Annexes to, the Share Pledge unless otherwise specified. References in this Schedule to the Share Pledge or to any other document include reference to the Share Pledge, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Beneficiaries" means Lloyds TSB Development Capital Limited as Noteholder Trustee, the Noteholders, Lloyds TSB Bank plc as Senior Facility Agent, Lloyds TSB Bank plc as Senior Security Trustee, and Lloyds TSB Bank plc and Barclays Bank plc as Senior Lenders,

"Company 1" means Alan Dick Company (North Africa) for Wireless Infrastructure, SAE, having its head office at 23 Mohamed Fathy Shehata off 231 Degla Street A1Maadi, Cairo,

"Company 2" means AL-AN for Antenna Support Systems, SAE, having its head office at 13 B Road no 206 Degla A1Maadi, Cairo,

"Composite Guarantee" means the composite guarantee and indemnity dated 24 August 2006 and made between the Guarantors (as defined therein, including the Charging Company) and Lloyds TSB Development Capital Limited,

"Egyptian Companies" means Company 1 and Company 2,

"Facility Agreement" means an amended and restated multi-tranche credit facility agreement dated 13 June 2005 and amended and restated on 7 November 2005, further amended and restated on 24 August 2006, and further amended and restated on 20 December 2007 and made between the Charging Company, the Original Borrowers, the Additional Borrowers, the Original Guarantors, the Mandated Lead Arrangers, the Overdraft Bank, the Facility F Lender, the Original Lenders, the Ancillary Facility Banks, the Agent and the Security Trustee (each as defined therein),

"Finance Documents" means the Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the OGSA, the Security Documents, the Intercreditor Deed, the Hedging Letter, any Hedging Agreement and the Security Trust Deed (each as defined in the Facility Agreement) together with, where the context permits, the Loan Note Instrument and the Composite Guarantee;

"Loan Note Instrument" means the loan note instrument dated 24 August 2006 executed by Alan Dick & Company (Holdings) Limited,

"Obligors" means the Obligors as defined in the Facility Agreement, together with the Guarantors as defined in the Composite Guarantee and the Parent as defined in the Loan Note Instrument

"Pledged Shares" means the 1,490 shares presently owned by the Charging Company which represent approximately 99% of the issued share capital of Company 1 and 1,035 shares which represent 69% of the issued share capital of Company 2 and all other shares which may be acquired or issued in the future in respect of the Egyptian Companies,

"Secured Obligations" means all monetary obligations whether owed jointly or severally in any capacity whatsoever, now existing or hereinafter arising, direct or indirect, actual or contingent, due or to become due, in any capacity whatsoever by all or any one or more of the Obligors to the Beneficiaries or any one or more of them including under any of the Finance Documents or the Share Pledge, **ON ANY ACTION**

"Supplemental Trust Deed" means a supplemental trust deed dated 19 January 2007 and made between the Charging Company, Lloyds TSB Development Capital Limited (as Noteholder Trustee and Noteholder), Lloyds TSB Bank Plc and Barclays Bank Plc (as Mandated Lead Arrangers and Senior Lenders), and Lloyds TSB Bank Plc (as Senior Facility Agent and Senior Security Trustee) (as amended from time to time)

Part II

Particulars of property mortgaged or charged

Pledge of Shares As a continuing security for payment of the Secured Obligations, including without limitation, the principal, interests, commission, fees, and expenses related thereto and the satisfaction of all its obligations thereunder, the Charging Company agrees to pledge as a first ranking pledge in favour of the Pledgee the Pledged Shares

Part III

Covenants and Restrictions

- 1 By Article 4 of the Share Pledge (*Continuing Security*), the Charging Company agreed that the Share Pledge shall remain valid as a continuing security until all amounts under the Finance Documents (including without limitation the principal, interests, commissions, fees and other expenses related thereto) secured by the Share Pledge have been fully discharged
- 2 By Article 7.3 of the Share Pledge (*Covenants*), the Charging Company agreed that so long as the Share Pledge is in force, the Charging Company shall not dispose of the Pledged Shares, whether by sale, assignment, transfer, lien or otherwise, or permit to be exist any encumbrances, liens or any third party rights



FILE COPY

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

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

**COMPANY NO. 1007434
CHARGE NO. 32**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE OF SHARES AGREEMENT
DATED 14 APRIL 2008 AND CREATED BY ALAN DICK &
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS TO THE BENEFICIARIES
OR ANY ONE OR MORE 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 28 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES