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## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

149120 Canary Wharf 3

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ † (note 1)

Please do not  
write in this  
margin

The number and class of the shares acquired or to be acquired is \_\_\_\_\_

See Schedule 2.

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

The assistance is to be given to (note 2) \_\_\_\_\_

ALcontrol Holdings (UK) Limited (Company Number 05257340),  
Templeborough House, Mill Close, Rotherham, South Yorkshire S60 1BZ

The assistance will take the form of

See Schedule 3

The person who [has acquired] ~~the shares~~ † the shares is  
ALcontrol Holdings (UK) Limited

† delete as  
appropriate

The principal terms on which the assistance will be given are

See Schedule 4.

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced  
by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil.

The date on which the assistance is to be given is WITHIN 8 WEEKS OF THE DATE HEREOF

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

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

\* delete either (a) or (b) as appropriate

(a) ~~✓~~ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

[illegible]

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 20 Old Bailey London

**Declarants to sign below**

Day Month Year  
on 11 07 2007

before me SATHE WOODRICK

**A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths**

*Emil Cudde*

**Ashurst  
Broadwalk House  
5 Appold Street  
London EC2A**

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985**
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown**
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985**
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form**
- 5 The address for companies registered in England and Wales or Wales is -**

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland -

**The Registrar of Companies**  
**Companies House**  
**37 Castle Terrace**  
**Edinburgh**  
**EH1 2EB**

*Schedules to a Form 155(6)(b) dated 11 July 2007 in respect of  
ALcontrol Holdings (UK) Limited (company number 05257340)*

In these Schedules the following definitions shall apply

**"Bank Accounts"** means the accounts of a Chargor set out in Schedule 6 of the Debenture and all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts,

**"Book Debts"** means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to a Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind,

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

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets,

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Debenture,

**"Chargor"** means the companies listed in the Debenture as Chargors,

**"Debenture"** means a debenture to be entered into on or about the date hereof between the Company, ALcontrol Invest (UK) Limited, ALcontrol Holdings (UK) Limited, ALcontrol Holdings (Netherlands) BV, ALcontrol Holdings Limited, ALcontrol UK Limited, ALcontrol Netherlands Limited and Credit Suisse, London Branch as security trustee,

**"Facilities Agreements"** means the Senior Facilities Agreement and the PIK Facility Agreement,

**"Finance Documents"** means the Senior Finance Documents and the PIK Finance Documents,

**"Finance Parties"** means the Senior Finance Parties and the PIK Finance Parties,

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus,

**"Intercreditor Agreement"** means an intercreditor agreement to be entered into on or about the date hereof and made between ALcontrol Group Holdings Limited, ALcontrol Invest (UK) Limited, the Original Borrowers, the Original Guarantors, the Investors, the Senior Lenders, the PIK Lenders, the Original Intercompany Lenders, the Original Intercompany Borrowers, the Original Hedging Banks (each as defined therein) and Credit Suisse, London Branch as the senior agent, the PIK agent and the security agent,

**"Insurances"** means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of a Chargor or (to the extent of its interest) in which it now or in the future has an interest, but excludes any net proceeds of insurance claims which are third party liability, business interruption or similar claims,

**"Intellectual Property"** means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which a Chargor now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same),

**"Liabilities"** means all present and future moneys, debts and liabilities due, owing or incurred by a Chargor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise),

**"PIK Facility Agreement"** means a EUR50,000,000 PIK facility agreement dated 5 July 2007 and made between ALcontrol Invest (UK) Limited, the Original Guarantors, the Lenders (each as defined therein) and Credit Suisse, London Branch as the PIK arranger, the PIK agent and the security trustee,

**"PIK Finance Documents"** means the Finance Documents as defined in the PIK Facility Agreement,

**"PIK Finance Parties"** means the Finance Parties as defined in the PIK Facility Agreement,

**"PIK Guarantor"** means a Guarantor as defined in the PIK Facility Agreement,

**"PIK Obligor"** means an Obligor as defined in the PIK Facility Agreement,

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon),

**"Receiver"** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver,

**"Refinancing"** means the refinancing of existing facilities made available in 2004 to ALcontrol Holdings (UK) Limited and various of its subsidiaries (including the Company) in connection with the acquisition by ALcontrol Holdings (UK) Limited of the entire issued share capital of ALcontrol Holdings Limited,

**"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 Trustee"** means Credit Suisse, London Branch as security trustee for the benefit of the Finance Parties,

**"Senior Facilities Agreement"** means a EUR165,100,000 senior facilities agreement dated 5 July 2007 and made between ALcontrol Invest (UK) Limited, the Original Borrowers, the Original Guarantors, the Original Lenders (each as defined therein) and Credit Suisse, London Branch as the arranger, the agent, the issuing bank and the security trustee,

**"Senior Finance Documents"** means the Finance Documents as defined in the Senior Facilities Agreement,

**"Senior Finance Parties"** means the Finance Parties as defined in the Senior Facilities Agreement,

**"Senior Guarantor"** means a Guarantor as defined in the Senior Facilities Agreement, and

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

**SCHEDULE 1**

**NAMES AND ADDRESSES OF ALL DIRECTORS**

- 1 Simon Gibbs of Weedon Lodge Farmhouse, East End, Aylesbury, HP22 4NJ, and
- 2 David Cruddace of Hipley Farm, West End, Brassington, Derbyshire, DE4 4HL

**SCHEDULE 2**

**NUMBER AND CLASS OF SHARES ACQUIRED**

508,951 "A" ordinary shares of £0 01 each,

56,580 "B" ordinary shares of £0 01 each,

152,599,000 "C" ordinary shares of £0 00001 each,

10,000 "D" ordinary shares of £0 01 each,

90,956 "E" ordinary shares of £0 01 each, and

996,453 "X" ordinary shares of £0 01 each



### **SCHEDULE 3**

#### **FORM OF ASSISTANCE**

The assistance will take the form of the execution, delivery and performance by the Company of its obligations under the following documents (as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time) together with the performance by the Company of other acts in connection with the Refinancing

- (i) an accession letter to be entered into between the Company, ALcontrol Invest (UK) Limited and Credit Suisse, London Branch, pursuant to which the Company will accede to the Senior Facilities Agreement, pursuant to which the Company will, amongst other things, guarantee to each Finance Party the obligations of each other Obligor (each as defined in the Senior Facilities Agreement),
- (ii) an accession letter to be entered into between the Company, ALcontrol Invest (UK) Limited and Credit Suisse, London Branch, pursuant to which the Company will accede to the PIK Facility Agreement, pursuant to which the Company will, amongst other things, guarantee to each Finance Party the obligations of each other Obligor (each as defined in the PIK Facility Agreement),
- (iii) an accession deed to be entered into between the Company, ALcontrol Invest (UK) Limited and Credit Suisse, London Branch, pursuant to which the Company will accede to the Intercreditor Agreement, pursuant to which the Company will, amongst other things, agree to certain provisions governing the priorities of the Senior Finance Parties, the Hedging Bank, the PIK Finance Parties, the Investors and the Obligors (each as defined in the Intercreditor Agreement), and
- (iv) the Debenture, pursuant to which the Company will, amongst other things, grant security for the payment of all Liabilities

#### **SCHEDULE 4**

##### **PRINCIPAL TERMS OF ASSISTANCE**

###### **Senior Facilities Agreement**

- 1 By acceding to the Senior Facilities Agreement the Company will agree to become a Borrower and a Senior Guarantor under the Senior Facilities Agreement and will agree to be bound by the terms of the Senior Facilities Agreement as if it had originally been a party to the Senior Facilities Agreement as a Borrower and a Senior Guarantor, whereby it will, amongst other things
- (i) together with each other Senior Guarantor, irrevocably and unconditionally, jointly and severally
    - (i) guarantee to each Senior Finance Party punctual performance by each other Senior Obligor of all that Senior Obligor's obligations under the Senior Finance Documents,
    - (ii) undertake with each Senior Finance Party that whenever another Senior Obligor does not pay any amount when due or in connection with any Senior Finance Document, that Senior Guarantor shall immediately on demand pay that amount as if it was the principal obligor, and
    - (iii) indemnify each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Senior Finance Party would otherwise have been entitled to recover, and
  - (ii) make a number of representations to each Senior Finance Party and undertake to comply with certain undertakings, including an undertaking not to create or permit to subsist any security interest over any of its assets (subject to certain exceptions) and an undertaking not to dispose of any of its assets (subject to certain exceptions)

###### **PIK Facility Agreement**

- 2 By acceding to the PIK Facility Agreement the Company will agree to become a PIK Guarantor under the PIK Facility Agreement and will agree to be bound by the terms of the PIK Facility Agreement as if it had originally been a party to the PIK Facility Agreement as a PIK Guarantor, whereby it will, amongst other things
- (i) together with each other PIK Guarantor, irrevocably and unconditionally, jointly and severally
    - (i) guarantee to each PIK Finance Party punctual performance by each other PIK Obligor of all that PIK Obligor's obligations under the PIK Finance Documents,

- (ii) undertake with each PIK Finance Party that whenever another PIK Obligor does not pay any amount when due or in connection with any PIK Finance Document, that PIK Guarantor shall immediately on demand pay that amount as if it was the principal obligor, and
  - (iii) indemnify each PIK Finance Party immediately on demand against any cost, loss or liability suffered by that PIK Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that PIK Finance Party would otherwise have been entitled to recover, and
- (ii) make a number of representations to each PIK Finance Party and undertake to comply with certain undertakings, including an undertaking not to create or permit to subsist any security interest over any of its assets (subject to certain exceptions) and an undertaking not to dispose of any of its assets (subject to certain exceptions)

### **Intercreditor Agreement**

- 3 By acceding to the Intercreditor Agreement, the Company will agree to become an Obligor under the Intercreditor Agreement and will agree to be bound by the terms of the Intercreditor Agreement as if it had originally been a party to the Intercreditor Agreement as an Obligor, whereby it will, amongst other things

- (i) agree to the ranking of priority among the Senior Finance Parties, the Hedging Bank, the PIK Finance Parties, the Investors and the Obligors, and
- (ii) give certain representations, undertakings and indemnities to the Finance Parties,

(where "Obligor", "Hedging Bank" and "Investors" have the meaning given to them in the Intercreditor Agreement)

### **Debenture**

- 4 By executing the Debenture the Company will become a Chargor under the Debenture, whereby it will, amongst other things

- (i) covenant to pay each of its Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Trustee,
- (ii) with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor), charge in favour of the Security Trustee (as trustee for the Finance Parties)
  - (i) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Debenture but excluding the Excluded Sites) now belonging to it,

- (ii) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
  - (iii) by way of first fixed charge, all its present and future
    - (i) Book Debts,
    - (ii) Bank Accounts,
    - (iii) Investments (including the shares described in Schedule 4 (*Investments*) to the Debenture),
    - (iv) uncalled capital and goodwill,
    - (v) Intellectual Property,
    - (vi) beneficial interest in any pension fund,
    - (vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Debenture),
    - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and
    - (ix) if not effectively assigned by Clause 5.1 (*Assignment*) of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements,
  - (iii) with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor), charge in favour of the Security Trustee (as trustee for the Finance Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*) of the Debenture),
  - (iv) with full guarantee and security for the payment of the Liabilities assign absolutely to the Security Trustee all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Liabilities, the Security Trustee will at the request and cost of the Chargor re-assign the Assignment Agreements to the relevant Chargor (or as it shall direct),
  - (v) make certain representations to the Security Trustee and undertake to comply with certain undertakings,
  - (vi) promptly do whatever the Security Trustee requires
    - (a) to perfect or protect the Charges or the priority of the Charges, or
    - (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,
- including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or

otherwise), making any registration and giving any notice, order or direction, and

- (vi) agree not to create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by the Facilities Agreements, except as permitted by the Facilities Agreements

(where "Excluded Sites", "Investments" and "Assigned Agreements" have the meaning given to them in the Debenture)



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**Private & confidential**

The Directors  
ALcontrol Holdings (UK) Limited  
Units 7 and 8  
Harwarden Business Park  
Harwarden  
Deeside  
CH5 3US

Our ref an/331

Contact David Hutchinson  
07801 522321

11 July 2007

Dear Sirs

**Auditors' report to the directors of ALcontrol Holdings (UK) Limited, (the 'Company'), pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 11 July 2007 in connection with the proposal that the Company's subsidiary ALcontrol Financial Limited should give financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of acquiring shares in the Company

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of that Act or for this report.

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the Company's directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG LLP  
*Registered Auditor*