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COMPANIES FORM No 395

Particulars of a mortgage or charge

121059/91
395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.Please do not write
in this marginPlease complete
legibly, preferably
in black type or
bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number



5257340

Name of Company

ALcontrol Holdings (UK) Limited (the "Company")

*insert full name of
company

Date of creation of the charge

12 July 2007

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

Fixed and Floating Security Document (the "**Security Document**") dated 12 July 2007 between the
Chargors (as defined below) and Credit Suisse, London Branch (the "**Security Trustee**", which
expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Credit Suisse, London Branch of One Cabot Square, London (as Security Trustee for and on behalf
of the Finance Parties (as defined below))

Postcode

E14 4QT

Presentor's name address and
reference (if any)Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 5738

Ref ANNK/CARC

For official Use
Mortgage Section

Post room

MONDAY

LD4
L3Q9XRHS
23/07/2007
COMPANIES HOUSE

73

Time critical reference

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

L Chapman

Date

23/07/07

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Note

[†] 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 situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, e.g. "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 including 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 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 CF4 3UZ

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Name of Company

ALcontrol Holdings (UK) Limited

Company Number

5257340

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company 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)

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor), has charged in favour of the Security Trustee (as trustee for the Finance Parties)

1.1 Present Real Property by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Security Document, as set out in Note (3) but excluding the Excluded Sites) belonging to it at the date of the Security Document

1.2 Future Real Property by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future

1.3 Other Assets by way of first fixed charge, all its present and future

- (a) Book Debts,
- (b) Bank Accounts,
- (c) Investments (including the shares described in Schedule 4 (*Investments*) to the Security Document, as set out in Note (4)),
- (d) uncalled capital and goodwill,
- (e) Intellectual Property,
- (f) beneficial interest in any pension fund,
- (g) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1 1 (*Present Real Property*) or 1 2 (*Future Real Property*) above),
- (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and
- (i) if not effectively assigned by Clause 5 1 (*Assignment*) of the Security Document, all its rights and interests in (and claims under) the Assigned Agreements

2 Floating Charge**2.1 Creation**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor), has charged 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 the Security described in paragraph 1 (*Fixed Charges*) above)

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Company pursuant to Clause 4 1 (*Creation*) of the Security Document, as described in paragraph 2 1 above, is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Security Document and the Security Trustee may appoint an Administrator of the Company pursuant to that paragraph

Short particulars of all the property mortgaged or charged**2.3 Ranking**

The floating Charge created by the Company pursuant to Clause 4 1 (*Creation*) of the Security Document ranks

- (a) behind all the fixed Charges created by the Company, but
- (b) in priority to any other Security over the Charged Assets of the Company except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) of the Security Document

2.4 Conversion by notice

The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)

- (a) if it reasonably considers that it is desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

2.5 Automatic conversion

If

- (a) the Company takes any step to create any Security in breach of Clause 7 1 (*Security*) of the Security Document over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

3 Assignment

3.1 The Company, with full title guarantee and security for the payment of the Liabilities has assigned 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 Company re-assign the Assignment Agreements to the Company (or as it shall direct)

3.2 Until the occurrence of an Enforcement Event which is continuing, but subject to Clause 12 (*Assigned Agreements*) of the Security Document, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

4 Leasehold Interests Containing Prohibition on Charging

4.1 Until the relevant consent has been obtained, there shall be excluded from the charge described in paragraph 1 (*Fixed Charges*) above and from the operation of Clause 7 3 (*Further Assurance*) of the Security Document, as described in paragraph 3 of Note (1), below any leasehold property held by the Company under a lease the terms of which either preclude absolutely the Company from creating any charge over its leasehold interest in that property or require the consent of any third party to the creation of such charge and such consent shall not have been previously obtained (each an "**Excluded Property**")

Short particulars of all the property mortgaged or charged

- 4.2** With regard to each Excluded Property, the Company has undertaken to make application for the consent of the relevant third party to the creation of the charge described in paragraph 1 (*Fixed Charges*) above (or to be created pursuant to Clause 7.3 (*Further assurance*) of the Security Document) within 10 days of the date of the Security Document and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations with such third parties
- 4.3** Forthwith, upon receipt of the relevant third party's consent, the relevant Excluded Property shall stand charged to the Security Trustee as described in paragraph 1 (*Fixed Charges*). If required by the Security Trustee at any time following receipt of that consent, the Company will forthwith execute a valid legal mortgage in such form as the Security Trustee shall reasonably require

Note (1) The Security Document provides that

- 1 Security** The Company shall not 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
- 2 Disposal** The Company shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by the Facilities Agreements
- 3 Further assurance**
- (a) The Company shall promptly do whatever the Security Trustee requires
- (i) to perfect or protect the Charges or the priority of the Charges, or
- (ii) 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
- (b) Any security document required to be executed by the Company under Clause 7.3 (*Further Assurance*) of the Security Document will contain clauses corresponding to and no more onerous than the provisions set out in the Security Document

Note (2) In this Form, except to the extent that the context requires otherwise

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"Agent" means Credit Suisse, London Branch in its capacity as agent for the Finance Parties under the terms of the Finance Documents

"Assigned Agreements" means the Hedging Agreements, the Insurances and the Intra-Group Loan Agreements

"Bank Accounts" of the Company means the accounts listed in Note (6) and all current, deposit or other accounts with any bank or financial institution in which it at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date

Short particulars of all the property mortgaged or charged

of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts

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

"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 Security Document

"Chargors" means the Company, ALcontrol Invest (UK) Limited (registered number 5256806), ALcontrol Holdings (Netherlands) BV (registered number 24370115), ALcontrol Holdings Limited (registered number 4078540), ALcontrol Financial Limited (registered number 4105095), ALcontrol UK Limited (registered number 4057291) and ALcontrol Netherlands Limited (registered number 4104803)

"Enforcement Event" means

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of the Company,
- (b) any event described in clause 12.1 (*Exit*) of the Senior Facilities Agreement or Clause 8.1 (*Exit*) of the PIK Facility Agreement, or
- (c) an Event of Default

"Event of Default" means any event or circumstance specified as such in Clause 28 (*Events of Default*) of the Senior Facilities Agreement or Clause 23 (*Events of Default*) of the PIK Facility Agreement

"Excluded Property" has the meaning given to it in paragraph 4 (*Leasehold Interests Containing Prohibition on Charging*) above,

"Excluded Sites" means

- (a) land and buildings on the north west side of Mill Close, Templeborough, Rotherham and registered at H M Land Registry under Title Number SYK394965, and
- (b) the lease between Northern Trust Company Limited (1), ALcontrol Limited (2), E U S Properties Limited (3) and ALcontrol UK Limited in respect of Units 7 and 8 of Aspen Way, Centurion Park, Rotherham

"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 Party" 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

"Hedge Counterparty" means a Lender, an Affiliate of a Lender or if there are less than three Lenders, up to two other financial institutions which have become a party to the Intercreditor

Short particulars of all the property mortgaged or charged

Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Parent, the Company or any other Obligor and a Hedge Counterparty on ISDA standard terms for the purpose of hedging interest rate liabilities in relation to the Term Facilities and, as the case may be, the PIK Facility in accordance with the Hedging Letter delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement

"Hedging Letter" has the meaning given to that term in Part 1 of Schedule 2 (*Conditions Precedent and subsequent*) of the Senior Facilities Agreement

"Insolvency Act" means the Insolvency Act 1986

"Intellectual Property" of the Company 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 it at the date of the Security Document or in the future owns or (to the extent of its interest) in which it at the date of the Security Document 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)

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Document 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

"Intercreditor Agreement" means the intercreditor agreement dated 12 July 2007 and made between ALcontrol Group Holdings Limited, the Parent, the Investors (as defined therein), the other Obligors, Credit Suisse, London Branch as Security Agent, Credit Suisse, London Branch as senior agent, Credit Suisse, London Branch as PIK agent, Credit Suisse, London Branch as senior arranger, Credit Suisse, London Branch as PIK arranger, the Lenders, the Ancillary Lenders (as defined therein), the Hedge Counterparties and certain others

"Intra-Group Loan Agreements" means any agreements or documents designated as Intra-Group Loan Agreements by the Parent and the Agent and includes the intra-group loan agreements listed in Note (5)

"Investments" of the Company means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

Short particulars of all the property mortgaged or charged

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest

"Lender" means

- (a) Credit Suisse, London Branch in its capacity as lender under the Finance Documents,
(b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement or PIK Facility Agreement

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

"Obligors" means the Company, ALcontrol Invest (UK) Limited, ALcontrol Holdings (Sweden) AB, ALcontrol Holdings (Netherlands) BV, ALcontrol Holdings Limited, ALcontrol Financial Limited, ALcontrol UK Limited, ALcontrol Netherlands Limited, ALcontrol Holland BV, ALcontrol Food BV, ALcontrol BV, ALcontrol Sweden AB, and ALcontrol AB

"Party" means a party to the Senior Facilities Agreement and the PIK Facility Agreement (as applicable)

"Parent" means ALcontrol Invest (UK) Limited (registered number 5256806)

"PIK Facility" means the term loan facility made available under the PIK Facility Agreement

"PIK Facility Agreement" means the PIK facility agreement dated 5 July 2007 between the Parent as borrower, Credit Suisse, London Branch as arranger, Credit Suisse, London Branch as agent, Credit Suisse, London Branch as underwriter and Credit Suisse, London Branch as security trustee

"PIK Finance Documents" means the PIK Facility Agreement, any accession letter under the PIK Facility Agreement, the Security Documents, the Intercreditor Agreement, any fee letters setting out any of the fees referred to in the PIK Facility Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the PIK Facility Agreement, the syndication side letter and any other document which is designated a "PIK Finance Document" or "Finance Document" by the Parent, the PIK agent under the PIK Facility Agreement and the Agent

"PIK Finance Parties" means the Finance Parties 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

"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 any document required to be delivered to the Agent under Part III of Schedule 2 (*Conditions Precedent and conditions subsequent*) of the Senior Facilities Agreement and the PIK Facility Agreement together with any other document entered into by the

Name of Company

ALcontrol Holdings (UK) Limited

Company Number

5257340

Short particulars of all the property mortgaged or charged

Parent or any Obligor creating or expressed to create any security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

"Security Trustee" means Credit Suisse, London Branch in its capacity as security trustee for the benefit of the Finance Parties

"Senior Facilities Agreement" means the senior facilities agreement dated 5 July 2007 between, *inter alia*, the Parent, the Original Borrowers named therein, the Original Guarantors named therein, Credit Suisse, London Branch as Arranger, Credit Suisse, London Branch as Agent and Credit Suisse, London Branch as Security Trustee

"Senior Finance Documents" means the Senior Facilities Agreement, any accession letter, any ancillary document, any compliance certificate, any fee letter, any Hedging Agreement, the Intercreditor Agreement, any resignation letter, any selection notice, any of the Security Documents, the syndication side letter, any utilisation request and any other document designated as a "Finance Document" by the Agent and the Parent

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

"Term Facility" has the meaning given to it in the Senior Facilities Agreement

Note (3) There is no Real Property specified in Schedule 3 (*Real Property*) to the Security Document

Note (4) The Investments specified in Schedule 4 (*Investments*) to the Security Document are as follows

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
The Company	ALcontrol Holdings Limited	169,261,940 ordinary shares of £1 each	Not applicable

Note (5) The Intra-Group Loan Agreements specified in Schedule 5 (*Intra-Group Agreements*) to the Security Document are as follows

- 1 Intra-Group Loan dated 10 December 2004 between the Company and ALcontrol Holdings Limited, ALcontrol Financial Limited, ALcontrol UK Limited and ALcontrol Netherlands Limited
- 2 EUR 44,525,000 intra-group loan agreement dated 10 December 2004 between the Parent and ALcontrol Financial Limited as lenders and the Company as borrower

Note (6) There are no Bank Accounts specified in Schedule 6 (*Bank Accounts*) to the Security Document

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05257340

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 12th JULY 2007 AND CREATED BY ALCONTROL HOLDINGS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY 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 23rd JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2007

L. Cangel



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES