

225947/13
MG01

Particulars of a mortgage or charge



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 form to register particulars of a charge for a company. To do this, please use form MG01s.

WEDNESDAY



LD5

LWJ53FG3

02/12/2009

139

COMPANIES HOUSE

1

Company details

Company number

5 2 5 7 3 4 0

Company name in full

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

For official use
3

→ 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

d1 d8 m1 m1 y2 y0 y0 y9

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 fixed and floating security deed (the "Security Deed" dated 18 November 2009 made between (1) the Chargor and (2) Wilmington Trust (London) Limited (the "Security Trustee")

4

Amount secured

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

Amount secured

The Chargor shall pay its Liabilities or the relevant Obligor's 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.

Capitalised terms used in this Form MG01, unless otherwise defined, have the meaning given to them in Schedule 2 (*Definitions*) on the prescribed continuation sheet.

Continuation page

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

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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 Wilmington Trust (London) Limited

Address Fifth Floor

6 Broad Street Place

Postcode E C 2 M 7 J H

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 Please see Schedule 1

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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

Nil

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 White e Case LLP X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode

E

C

2

n

1

D

W

Country United Kingdom

DX

Telephone 02075321961



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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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>Schedule 1 – Short particulars of all the property mortgaged or charged</p> <p>Pursuant to Clause 3 (<i>Fixed Charges</i>) of the Security Deed the Chargor, with full title guarantee and as continuing security for the payment of all Liabilities (whether of that or any other Obligor), charged in favour of the Security Trustee (as trustee for the Finance Parties):</p> <ul style="list-style-type: none"> (a) by way of legal mortgage ranking behind only the Existing Security, all Real Property in England and Wales (including that described in Schedule 3 (<i>Real Property</i>) of the Security Deed but excluding the Excluded Sites) then belonging to it; (b) by way of fixed equitable charge ranking behind only the Existing Security, all other Real Property then belonging to it and all Real Property acquired by it in the future; and (c) by way of fixed charge ranking behind only the Existing Security, all its present and future: <ul style="list-style-type: none"> (i) Book Debts; (ii) Bank Accounts; (iii) Investments (including the shares described in Schedule 4 (<i>Investments</i>) of the Security Deed); (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 (<i>Fixed Charges</i>) of the Security Deed); (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 (<i>Assignment</i>) of the Security Deed, all its rights and interests in (and claims under) the Assigned Agreements. <p>Pursuant to Clause 4.1 (<i>Creation of Floating Charge</i>) of the Security Deed the Chargor, with full title guarantee and as continuing security for the payment of all Liabilities (whether of that or any other Obligor), charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of floating charge ranking behind only the floating charge granted pursuant to the Existing Security its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (<i>Fixed charges</i>) of the Security Deed).</p> <p>Pursuant to Clause 4.3 (<i>Ranking</i>) of the Security Deed the floating Charge created by the Chargor ranks:</p>

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(a) behind all the fixed Charges created by that Chargor; but</p> <p>(b) in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (<i>Rights of Receivers</i>) of the Security Deed.</p> <p>Pursuant to Clause 5.1 (<i>Assignment</i>) of the Security Deed, the Chargor, with full title guarantee and continuing security for the payment of the Liabilities 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 Chargor re assign the Assignment Agreements to the relevant Chargor (or as it shall direct).</p> <p>Pursuant to Clause 7.1 (<i>Restrictions and Further Assurances - Security</i>) of the Security Deed no Chargor shall create or permit to subsist any Security (other than the Existing Security) over any Charged Asset, nor do anything else prohibited by the Facilities Agreements, except as permitted by the Facilities Agreements.</p> <p>Pursuant to Clause 7.2 (<i>Disposal</i>) of the Security Deed no Chargor shall (nor shall any Chargor 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.</p> <p>Pursuant to Clause 7.3 (<i>Further Assurance</i>) of the Security Deed,</p> <p>(a) the Chargor shall promptly do whatever the Security Trustee requires:</p> <p>(i) to perfect or protect the Charges or the priority of the Charges; or</p> <p>(ii) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,</p> <p>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.</p> <p>(b) Any security document required to be executed by a Chargor under Clause 7.3 of the Security Deed will contain clauses corresponding to and no more onerous than the provisions set out in the Security Deed.</p>	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Schedule 2 - Definitions</p> <p>"Agent" means Wilmington Trust (London) Limited.</p> <p>"Assigned Agreements" means the Hedging Agreements, the Insurances and the Intra Group Loan Agreements.</p> <p>"Bank Accounts" of a Chargor means the accounts set out in Schedule 6 of the Security Deed 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.</p> <p>"Book Debts" of a Chargor 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 it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Deed.</p> <p>"Excluded Sites" means:</p> <p>(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</p> <p>(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.</p> <p>"Existing Security" means the fixed and floating charge dated 12 July 2007 between, among others, ALcontrol Invest (UK) Limited, ALcontrol Holdings (UK) Limited, ALcontrol Holdings Limited, ALcontrol Financial Ltd, ALcontrol UK Ltd, ALcontrol Netherlands Limited and ALcontrol Holdings (Netherlands) B.V. as chargors and Credit Suisse, London Branch as security trustee.</p> <p>"Facilities Agreements" means the Senior Facilities Agreement and the Mezzanine Facilities Agreement.</p> <p>"Finance Documents" means the Senior Finance Documents and Mezzanine Finance Documents</p> <p>"Finance Party" means the Senior Finance Parties and the Mezzanine Finance Parties.</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.</p> <p>"Hedge Counterparty" has the meaning given to such term in the Senior Facilities Agreement.</p> <p>"Hedging Agreement" has the meaning given to such term in the Senior Facilities Agreement.</p> <p>"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it 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.</p> <p>"Intellectual Property" of a Chargor 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 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).</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 12 July 2007 as amended, restated, modified or supplemented from time to time, including, without limitation as amended and restated on or around the dated hereof, and made between, among others, Topco, the Parent, the Investors, the other Obligors, Wilmington Trust (London) Limited as Security Agent, Wilmington Trust (London) Limited as Senior Agent, Wilmington Trust (London) Limited as Mezzanine Agent, the Lenders and the Hedge Counterparties.</p> <p>"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 Part 1 of Schedule 5 of the Security Deed.</p> <p>"Investments" of a Chargor means:</p> <ul style="list-style-type: none"> (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 (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, <p>in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"Investors" has the meaning given to such term in the Senior Facilities Agreement.</p> <p>"Lenders" has the meaning given to such term in the Senior Facilities Agreement.</p> <p>"Liabilities" of a <u>Chargor</u> means all present and future moneys, debts and liabilities due, owing or incurred by it or any <u>Obligor</u> to any <u>Finance Party</u> 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).</p> <p>"Mezzanine Agent" means Wilmington Trust (London) Limited.</p> <p>"Mezzanine Facilities Agreement" means the mezzanine facilities agreement dated on or about the date of the Security Deed between, among others, Topco, the Parent, certain Subsidiaries of Topco as borrowers and guarantors, the Mezzanine Agent and the Mezzanine Finance Parties.</p> <p>"Mezzanine Finance Document" has the meaning given to the term "Finance Document" in the Mezzanine Facilities Agreement.</p> <p>"Mezzanine Finance Parties" means the Finance Parties (as defined in the Mezzanine Facilities Agreement).</p> <p>"Obligor" has the meaning given to such term in the Intercreditor Agreement.</p> <p>"Parent" has the meaning given to such term in the Senior Facilities Agreement.</p> <p>"Party" means a party to the Senior Facilities Agreement.</p> <p>"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).</p> <p>"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.</p> <p>"Security" means the security created or intended to be created by the Security Deed.</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 5 July 2007 as amended and/or restated from time to time, including, without limitation, as amended and restated on 15 November 2007 and as amended and restated on or around the dated hereof, between the Chargor, the Parent, certain Subsidiaries of the Parent as borrowers and guarantors and the Senior Finance Parties.</p> <p>"Senior Finance Document" has the meaning given to the term "Finance Document" in the Senior Facilities Agreement.</p> <p>"Senior Finance Parties" means the Finance Parties (as defined in the Senior Facilities Agreement).</p>	

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>“Subsidiary” means, in relation to any company or corporation, a company or corporation:</p> <ul style="list-style-type: none">(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation, <p>and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.</p> <p>“Topco” means ALcontrol Investors (Luxembourg) S.À R.L.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5257340
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DEED DATED 18 NOVEMBER 2009 AND CREATED BY
ALCONTROL HOLDINGS (UK) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR
ANY OBLIGOR 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 25 OF THE
COMPANIES ACT 2006 ON THE 2 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER
2009



Companies House
— for the record —

P R O



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES