

MR01

Particulars of a charge

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Laserform

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.c...](http://www.c...)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is for**  
You may not use this form to  
register a charge with an  
instrument. Use form MR02

WEDNESDAY



LD3 01/04/2015 #5  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. Do not send the original

1 Company details

Company number 0 7 4 6 8 0 1 4  
Company name in full ALBA GROUP EUROPE PLC

For official use  
Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

2 Charge creation date

Charge creation date 2 7 2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name UniCredit Luxembourg S A , 8-10, rue Jean Monnet  
L-2180, Luxembourg (as Security Agent for Secured Parties)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument  Brief description	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement ①</b> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature  X <i>Clifford Chance Deutschland LLP</i> X  This form must be signed by a person with an interest in the charge	

**MR01****Particulars of a charge****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. The contact information you give will be visible to searchers of the public record

Contact name **Adela Hardmeyer ref 41-40552151**

Company name **Clifford Chance Deutschland LLP**

Address **Mainzer Landstrasse 46**

Post town **Frankfurt am Main**

County/Region

Postcode **6 0 3 2 5**

Country **Germany**

DX

Telephone **+496971993107**

**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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**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 filed on paper**

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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



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

Company number: 7468014

Charge code: 0746 8014 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2015 and created by ALBA GROUP EUROPE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2015

1

Given at Companies House, Cardiff on 14th April 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**Execution Version**

We hereby certify that,  
save for material redacted pursuant to s 859G of the Companies Act 2006,  
this is a true copy of the original

Date 31 March 2015

Signed Clifford Chance Deutschland LLP  
Clifford Chance  
Mainzer Landstraße 46  
60325 Frankfurt am Main, Frankfurt, Germany

**ALBA GROUP EUROPE PLC**

**ALPSEE LTD.**

and

**EIBSEE LTD.**

as Security Grantors

and

**UNICREDIT LUXEMBOURG S.A.**

as Security Agent

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**CONFIRMATION AND ASSIGNMENT  
AGREEMENT**

relating to certain global assignment agreements, security  
transfer agreements and security purpose agreements in  
connection with a facilities agreement originally dated  
26 October 2012

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This **CONFIRMATION AND ASSIGNMENT AGREEMENT** (the "**Agreement**") is made on 27 March 2015

**BETWEEN:**

- (1) **ALBA Group Europe plc**, registered under Company No 07468014 with the registrar of the companies for England and Wales (the "**Security Grantor 1**"),
- (2) **Alpsee Ltd.**, registered under Company No 07462733 with the registrar of the companies for England and Wales (the "**Security Grantor 2**"),
- (3) **Eibsee Ltd.**, registered under Company No 07462758 with the registrar of the companies for England and Wales (the "**Security Grantor 3**" and together with Security Grantor 1 to 3, the "**Security Grantors**"), and
- (4) **UniCredit Luxembourg S.A.**, in its capacity as security agent for the Secured Parties (as defined below) under the Intercreditor Agreement (as defined below) (the "**Security Agent**")

**WHEREAS:**

- (A) Pursuant to a EUR 400,000,000 senior secured term loan and revolving credit facilities agreement dated 26 October 2012 between, *inter alios*, ALBA Group plc & Co KG as company, ALBA plc & Co KGaA, ALBA Finance plc & Co KGaA, Alpsee Ltd, Eibsee Ltd and ALBA Group Europe plc as parent obligors (the "**Parent Obligors**"), ALBA Group plc & Co KG as original borrower (the "**Original Borrower**"), certain companies as original guarantors, Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgesellschaft and UniCredit Bank AG as bookrunners and coordinating banks, Bank of China Limited Zweigniederlassung Frankfurt am Main, Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgesellschaft, HSH Nordbank AG, IKB Deutsche Industriebank AG, SEB AG and UniCredit Bank AG as mandated lead arrangers (the "**Mandated Lead Arrangers**"), UniCredit Luxembourg S A as agent and as security agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, in particular pursuant to an amendment and restatement agreement dated on or about 26 March 2015 (the "**Restructuring Amendment Agreement**") pursuant to which, *inter alia*, a restructuring facility in the amount of EUR 164,800,000 (the "**Restructuring Facility**") will be made available, the "**Facilities Agreement**"), certain lenders have agreed to grant certain facilities to the Original Borrower and certain other entities which may accede to the Facilities Agreement as additional borrowers. As at the date of this Agreement the companies listed in Schedule 2 (*The Existing Guarantors*) hereto are "Guarantors" under the Facilities Agreement (the "**Existing Guarantors**")
- (B) Pursuant to the Existing Global Assignment Agreement (as defined below), the Security Grantors have granted security interests over certain of their assets as security for the Secured Parties' (as defined in Existing Global Assignment Agreement (as defined below)) respective claims against the Obligors (as defined in the Existing Global Assignment Agreement (as defined below)) (or any of them) under or in connection with the Finance Documents (as defined in the Existing Global Assignment Agreement (as defined below))

(C) As a precautionary matter

- (a) the Security Grantors have agreed to assign their respective (future) Receivables (as defined below) to the Security Agent pursuant to this Agreement as security for the Secured Parties' (as defined below) respective claims against the Obligors (or any of them) under or in connection with the Finance Documents (as defined below),
- (b) and in order to ensure that the Existing Global Assignment Agreement (as defined below) secures the Restructuring Facility, it is a condition precedent to the effectiveness of the amendments contemplated by the Restructuring Amendment Agreement that each Security Grantor confirms the Existing Global Assignment Agreement (as defined below) as security for the Secured Parties' (as defined below) respective claims against the Obligors (as defined below) (or any of them) under or in connection with the Finance Documents (as defined below)

(D) The security confirmed by or pursuant to this Agreement is to be held and administered by the Security Agent for the Secured Parties (as defined below) pursuant to an intercreditor agreement dated 26 October 2012 between, *inter alios*, the Parent Obligors, the Agent, the Security Agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Intercreditor Agreement**")

**NOW IT IS HEREBY AGREED** as follows

**1 DEFINITIONS AND LANGUAGE**

**1.1 Definitions**

In this Agreement

"**Agent**" means UniCredit Luxembourg S A in its capacity as agent under the Facilities Agreement and any successor appointed as agent under the Facilities Agreement

"**Ancillary Lender**" means any Lender or any affiliate of a Lender that makes available any ancillary facility under the Finance Documents.

"**Ancillary Rights**" means all future (but not present), actual and contingent rights and claims (including monetary claims for damages) arising out of the underlying contractual or other relationship under which the Receivables are created, including but not limited to, unilateral rights (*Gestaltungsrechte*) of the relevant Security Grantor

"**Existing Facilities Agreement**" means the EUR 675,000,000 senior secured term loan and revolving credit facilities agreement dated 22 December 2010 between, *inter alia*, ALBA Group plc & Co KG (formerly Isabell Finance Vermögensverwaltungs GmbH & Co KG) as company, Commerzbank Aktiengesellschaft, Filiale Luxembourg as agent and Portigon AG (formerly WestLB AG) as security agent and others (as amended and/or restated from time to time)



**"Existing Global Assignment Agreement"** listed in Part I (*Description of the Existing Global Assignment Agreement*) of Schedule 3 hereto, a copy of which is attached as Part II of Schedule 3 (*Copy of the Existing Global Assignment Agreement*) hereto

**"Existing Lenders"** means the institutions listed in Schedule 1 (*List of Existing Lenders*) hereto in their capacity as lenders, hedge counterparties and ancillary lenders under the Facilities Agreement

**"Finance Documents"** means the Facilities Agreement, the Restructuring Amendment Agreement, the Intercreditor Agreement, the Mandate Letter, any borrower and/or guarantor accession letter relating to the Facilities Agreement, any fee letters relating to the Facilities Agreement, any security documents relating to the Facilities Agreement, any Hedging Agreement, any documents relating to the ancillary facilities made available by any Ancillary Lender and any other document that may be entered into pursuant to any of the foregoing in relation to the Facilities Agreement

**"Group"** means ALBA Group plc & Co KG and all of its direct and indirect subsidiaries from time to time

**"Hedge Counterparty"** means any Lender or affiliate of any Lender provided it is or has become a party to the Intercreditor Agreement in its capacity as hedge counterparty

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Original Borrower and/or any entity which may accede to the Facilities Agreement as an additional borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to

- (a) the Facilities Agreement, or
- (b) the Existing Facilities Agreement to the extent such master agreements, confirmations, schedules or other agreements continue to be in effect after the date of first utilisation under the Facilities Agreement (as amended and/or restated).

**"Intercompany Loan Receivables"** means all future (but not present), actual and contingent receivables of the relevant Security Grantor against any member of the Group arising under or in connection with intercompany loans (including intercompany loans resulting from any cash pool arrangements)

**"Lenders"** means the Existing Lenders and any entity which may become a lender under the Facilities Agreement in the future and **"Lender"** means any of them

**"Mandate Letter"** means the mandate letter relating to the Facilities Agreement dated 5 September 2012 between ALBA Group plc & Co KG and the Mandated Lead Arrangers

**"Obligors"** means the Original Borrower, any entity which may accede to the Facilities Agreement as an additional borrower, the Parent Obligors, the Existing Guarantors and any entity which may accede to the Facilities Agreement as additional guarantor and an **"Obligor"** means any of them

**"Receivables"** means collectively

- (a) the Intercompany Loan Receivables, and
- (b) any Ancillary Rights

**"Secured Obligations"** means any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Pledgees or any of them under or in connection with the Finance Documents (including, for the avoidance of doubt, any of them under or in connection with the Restructuring Facility) (including, but not limited to the Parallel Obligations) The Secured Obligations shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)

**"Secured Party"** means the Lenders (including in their capacity as ancillary bank(s) and/or Hedge Counterparty under the Facilities Agreement), the Agent, the Security Agent, any Ancillary Lender, any Hedge Counterparty and any Mandated Lead Arranger.

## 1 2 Construction

In this Agreement

1 2 1 Terms used but not defined in this Agreement have the meanings ascribed thereto in the Existing Global Assignment Agreement, not defined therein, in the Facilities Agreement, and not defined therein, in the Intercreditor Agreement, and

1 2 2 any reference in this Agreement to a **"Clause"**, a **"sub-Clause"** or a **"Schedule"** shall, subject to any contrary indication, be construed as a reference to a Clause, a sub-Clause or a Schedule hereof

1 3 This Agreement is made in the English language For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail

1 4 The **"Agent"**, any **"Mandated Lead Arranger"**, any **"Lender"** or any **"Obligor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

## 2 CONFIRMATIONS RELATING TO THE EXISTING GLOBAL ASSIGNMENT AGREEMENT

2 1 The Security Agent and each Security Grantor hereby agree for precautionary purposes, in order to ensure that the Existing Global Assignment Agreement secures the Restructuring Facility and related provisions, in respect of the Existing Global Assignment Agreement

2 1 1 that in the Existing Global Assignment Agreement any reference to  
the **"Facilities Agreement"** and the **"Finance Documents"**

will be treated and construed as a reference to

the Facilities Agreement and the Finance Documents (each as defined in this Agreement), and

2 1 2 the security granted pursuant to the Existing Global Assignment Agreement (whether in respect of current or future assets of the Security Grantors) is constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations (including, for the avoidance of doubt, any and all obligations under or in connection with the Restructuring Facility)

2 2 Should the changes of interpretation pursuant to sub-Clause 2 1 1 result in any deviation from the principle set out in sub-Clause 2 1 2, the latter shall prevail

2 3 The provisions of the Existing Global Assignment Agreement shall continue to be in full force and effect This Clause 2 only re-confirms and clarifies the parties' original intention to cover any future extension of the Secured Obligations by way of amendment, supplement or restatement of any of the Finance Documents or otherwise as Secured Obligations under the Existing Global Assignment Agreement (and is not to be construed as an amendment of any of the Existing Global Assignment Agreement)

### **3 ASSIGNMENT OF RECEIVABLES**

3 1 Each Security Grantor hereby assigns to the Security Agent its Receivables

3 2 The Security Agent hereby accepts the assignment of the Receivables

3 3 The Receivables shall pass over to the Security Agent at the date such Receivables come into existence

3 4 For the avoidance of doubt, any existing Receivables (as defined in the Existing Global Assignment Agreement) of the Security Grantors are and remain assigned pursuant to the Existing Global Assignment Agreement Any Receivables (as defined in this Agreement) which as future receivables will only come into existence following the execution of this Agreement, are subject to the assignment pursuant to this Agreement (and to this extent the Existing Global Assignment Agreement becomes redundant)

3 5 Clauses 3 to 6, 8 to 10, 13 and 15 to 22 of the Existing Global Assignment Agreement (as confirmed by this Agreement) shall apply *mutatis mutandis*

3 6 Each Security Grantor hereby represents that as of the date of this Agreement no Receivables (as defined in the Existing Global Assignment Agreement) are existent

### **4 CONTINUITY AND FURTHER ASSURANCE**

4 1 The provisions of the Existing Global Assignment Agreement shall, save as amended by this Agreement, remain in full force and effect without modification between the relevant Security Grantor and the Security Agent

- 4 2 Each Security Grantor agrees to comply with all provisions of the Existing Global Assignment Agreement (as confirmed and/or amended by this Agreement) *vis-à-vis* the Security Agent
- 4 3 Each Security Grantor confirms that it has the power to execute, deliver and perform its respective obligations under this Agreement and to carry out the transactions contemplated by this Agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of this Agreement
- 4 4 Each Security Grantor shall, at the request of the Security Agent and at the relevant Security Grantor's expense, do all such acts and things necessary or desirable to give effect to the confirmations and amendments effected or to be effected pursuant to this Agreement
- 4 5 As a precautionary matter and with respect to the Existing Global Assignment Agreement, the parties to this Agreement confirm that they are aware and agree (*stimmen zu*) that the Assignors (as defined in the Existing Global Assignment Agreement) which are not a party to this Agreement and the Security Agent will enter on or about the date hereof into a separate confirmation agreement

## 5 DURATION AND INDEPENDENCE

The Existing Global Assignment Agreement (as confirmed and/or amended by this Agreement) shall create a continuing security and no change, amendment, restatement or supplement whatsoever in the Finance Documents or in any other document or agreement related to any of the Finance Documents shall affect the validity or scope of the Existing Global Assignment Agreement (as confirmed and/or amended by this Agreement) nor the obligations which are imposed on the Security Grantors pursuant to it

## 6 PARTIAL INVALIDITY; WAIVER

- 6 1 The parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any party having to argue (*darlegen*) and prove (*beweisen*) the parties' intent to uphold this Agreement even without the void, invalid or ineffective provisions
- 6 2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement
- 6 3 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law

7     **AMENDMENTS**

- 7.1    Changes and amendments to this Agreement including this Clause 7 shall be made in writing
- 7.2    Notwithstanding the formal requirement pursuant to sub-Clause 7.1 above, any changes or amendments to the Existing Global Assignment Agreement and/or this Agreement which relate only to the rights or obligations applicable to a particular Security Grantor and which do not materially and adversely affect the rights or interests of any other Security Grantor may be made without the consent or participation of any other Security Grantor

8     **APPLICABLE LAW; JURISDICTION**

- 8.1    This Agreement is governed by the laws of the Federal Republic of Germany
- 8.2    The place of jurisdiction for any and all disputes arising under or in connection with this Agreement shall be the courts in Frankfurt am Main. The Security Agent, however, shall also be entitled to take action against a Security Grantor in any other court of competent jurisdiction. Further, the taking of proceedings against such Security Grantor in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

9     **CONCLUSION OF THE AGREEMENT (*VERTRAGSSCHLUSS*)**

- 9.1    The parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by any means of telecommunication (*telekommunikative Übermittlung*) such as by way of fax or electronic photocopy
- 9.2    If the parties to this Agreement choose to conclude this Agreement pursuant to sub-Clause 9.1 above, they will transmit the signed signature page(s) of this Agreement to Clifford Chance, attention to Anne Crayen (email address: anne.crayen@cliffordchance.com) or Alexander Hansen Díaz (alexander.hansendiaz@cliffordchance.com) (each a "**Recipient**"). The Agreement will be considered concluded once one Recipient has actually received the signed signature page(s) (*Zugang der Unterschriftsseite(n)*) from all parties to this Agreement (whether by way of fax, electronic photocopy or other means of telecommunication) and at the time of the receipt of the last outstanding signature page(s) by such one Recipient
- 9.3    For the purposes of this Clause 9 only, the parties to this Agreement appoint each Recipient as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) each Recipient to collect the signed signature page(s) from all and for all parties to this Agreement. For the avoidance of doubt, each Recipient will have no further duties connected with its position as Recipient. In particular, each Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories

**SCHEDULE 1**  
**LIST OF EXISTING LENDERS**

- 1 Bank of China Limited Zweigniederlassung Frankfurt am Main  
Bockenheimer Landstr 24  
60323 Frankfurt am Main  
Germany
- 2 Commerzbank Aktiengesellschaft  
Großkundencenter Region Ost  
Potsdamer Straße 125  
10783 Berlin  
Germany
- 3 Deutsche Bank AG Filiale Deutschlandgeschäft  
Unter den Linden 13-15  
10117 Berlin  
Germany
- 4 Deutsche Bank Luxembourg S A  
International Loans & Agency Services  
2, Boulevard Konrad Adenauer  
L-1115 Luxembourg
- 5 Deutsche Postbank AG Zweigniederlassung Luxemburg (formerly Deutsche  
Postbank International S.A , Luxemburg)  
PB Finance Center  
Parc d'Activité  
18-20, rue Gabriel Lippmann  
L-5365 Munsbach
- 6 DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main  
Platz der Republik  
60265 Frankfurt am Main  
Germany
- 7 HSH Nordbank AG  
Gerhart-Hauptmann-Platz 50  
20095 Hamburg  
Germany
- 8 IKB Deutsche Industriebank AG  
Wilhelm-Botzkes-Straße 1  
40474 Dusseldorf  
Germany
- 9 Investitionsbank Berlin  
Bundesallee 210  
10719 Berlin  
Germany

- 10 Landesbank Hessen-Thüringen Girozentrale  
MAIN TOWER  
Neue Mainzer Landstr 52-58  
60311 Frankfurt am Main  
Germany
- 11 SEB AG  
Stephanstraße 14-16  
60313 Frankfurt am Main  
Germany
- 12 UniCredit Bank AG  
Arabellastr 14  
81925 München  
Germany
- 13 UniCredit Luxembourg S A  
8-10, rue Jean Monnet  
2180 Luxembourg  
Luxembourg

**SCHEDULE 2**  
**LIST OF EXISTING GUARANTORS**

	<b>Name of Guarantor</b>	<b>Registration number (or equivalent, if any)</b>	<b>Guarantor can exempt from the restrictions of Section 181 BGB</b>
	<b>Belgium</b>		
1	INDO China Europe BVBA	Company No 0863 140 246	n/a
	<b>England</b>		
2	ALBA Group Europe plc (Parent Obligor)	Company No 07468014	n/a
3	Alpsee Ltd (Parent Obligor)	Company No 07462733	n/a
4	Eibsee Ltd (Parent Obligor)	Company No 07462758	n/a
	<b>Germany</b>		
5	ALBA 2 Energy GmbH	Local court Charlottenburg HRB 105278 B	+
6	ALBA Baustoffrecycling Nord GmbH	Local court Rostock HRB 3112	+
7	ALBA Berlin GmbH	Local court Charlottenburg HRB 84334 B	+
8	ALBA Braunschweig GmbH	Local court Braunschweig HRB 5206	+
9	ALBA Cottbus GmbH	Local court Cottbus HRB 554 CB	+
10	ALBA Facility Solutions GmbH (formerly ALBA Consulting GmbH) (also in its capacity as legal successor of ALBA Facility Solutions GmbH, local court Charlottenburg HRB 98235 B which has been merged into ALBA Consulting GmbH, the latter being the surviving entity)	Local court Charlottenburg HRB 83280 B	+



11	ALBA Finance plc & Co KGaA (Parent Obligor)	Local court Charlottenburg HRB 135295 B	+
12	ALBA Group plc & Co KG (the Company)	Local court Charlottenburg HRA 36525 B	+
13	ALBA International Holding GmbH (formerly ALBA CEE GmbH)	Local court Charlottenburg HRB 117926 B	
14	ALBA Lausitz GmbH	Local court Cottbus HRB 921 CB	+
15	ALBA Leipzig GmbH	Local court Leipzig HRB 1360	+
16	ALBA Niedersachsen-Anhalt GmbH	Local court Braunschweig HRB 203999 (previously local court Stendal, HRB 111924)	+
17	ALBA Nord GmbH	Local court Schwern HRB 558	+
18	ALBA Nordbaden GmbH	Local court Mannheim HRB 102974	+
19	ALBA plc & Co KGaA (Parent Obligor)	Local court Charlottenburg HRB 132559 B	Only with respect to § 181 2 <sup>nd</sup> alternative
20	ALBA Recycling GmbH	Local court Charlottenburg HRB 100147 B	+
21	ALBA Electronics Recycling GmbH (formerly ALBA R-plus GmbH)	Local court Stuttgart HRB 100989	+
22	ALBA Sachsen GmbH	Local court Leipzig HRB 8433	+
23	ALBA Sud GmbH (formerly ALBA Schwarzwald GmbH, in which ALBA Oberschwaben GmbH & Co KG (formerly ALBA Oberschwaben Limited & Co KG) has been merged)	Local court Ulm HRB 731199	+
24	ALBA SE	Local court Cologne HRB 64052	+

25	ALBA Services GmbH & Co KG	Local court Charlottenburg HRA 31462 B	+
26	ALBA Stuttgart GmbH	Local court Stuttgart HRB 263740	+
27	ALBA Sud Grundstücksverwaltungs- plc & Co KG	Local court Stuttgart HRA 722979	+
28	ALBA Heilbronn-Franken GmbH & Co KG (formerly ALBA Sud GmbH & Co KG and before that ALBA Sud Limited & Co KG in which another entity named ALBA Heilbronn-Franken GmbH & Co KG had been merged)	Local court Stuttgart HRA 723639	+
29	ALBA Wertstoffmanagement GmbH	Local court Charlottenburg HRB 121577 B	+
30	INTERSEROH Dienstleistungs GmbH	Local court Cologne HRB 23522	+
31	INTERSEROH Evert Heeren GmbH	Local court Aurich HRB 110710	+
32	ALBA Metall Sud Franken GmbH (formerly INTERSEROH Franken Rohstoff GmbH)	Local court Schweinfurt HRB 4430	+
33	INTERSEROH Management GmbH	Local court Cologne HRB 66663	+
34	ALBA Metall Nord GmbH (formerly ALBA Metall Ost GmbH and before that INTERSEROH Metallaufbereitung Ost GmbH, INTERSEROH Jade-Stahl has been merged into ALBA Metall Nord GmbH)	Local court Rostock HRB 181	+
35	INTERSEROH Pfand-System GmbH	Local court Cologne HRB 39836	+
36	INTERSEROH Pool-System GmbH	Local court Cologne HRB 60096	+
37	ALBA Metall Sud GmbH (formerly INTERSEROH Rhein-Neckar Rohstoff GmbH) (also in its capacity as legal successor of INTERSEROH BW Rohstoff und Recycling GmbH, which has been merged into ALBA Metall Sud	Local court Mannheim HRB 335587	+

	GmbH, the latter being the surviving entity)		
38	ALBA Scrap and Metals Holding GmbH (formerly INTERSEROH Scrap and Metals Holding GmbH) (also in its capacity as legal successor of (i) INTERSEROH Hansa Rohstoffe GmbH, (ii) INTERSEROH Hansa Finance GmbH and (iii) INTERSEROH Stainless Steel GmbH, each of which has been merged into ALBA Scrap and Metals Holding GmbH, the latter being the surviving entity)	Local court Dortmund HRB 4317	+
39	ALBA Ferrous Trading GmbH (formerly INTERSEROH Scrap and Metals Trading GmbH)	Local court Frankfurt am Main HRB 98113 (previously local court Cologne, HRB 51036)	+
40	INTERSEROH SEROG GmbH	Local court Saarbrücken HRB 15556	+
41	RDB plastics GmbH	Local court Kiel HRB 12402 KI	+
42	ALBA Metall Sud Rhein-Main GmbH (formerly Wagner Rohstoffe GmbH)	Local court Frankfurt am Main HRB 50373	+
<b>The Netherlands</b>			
43	ALBA Scrap Trading B V	Dutch Trade Register No 02037904	+

**SCHEDULE 3**  
**PART I – DESCRIPTION OF THE EXISTING GLOBAL ASSIGNMENT**  
**AGREEMENT**

Global assignment agreement dated 26 October 2012 and entered into between (1) ALBA Group plc & Co KG, (2) ALBA plc & Co KGaA, (3) ALBA Finance plc & Co KGaA, (4) ALBA Group Europe plc, (5) Alpsee Ltd, (6) Eibsee Ltd, (7) ALBA 2 Energy GmbH, (8) ALBA Baustoffrecycling Nord GmbH, (9) ALBA Berlin GmbH, (10) ALBA Braunschweig GmbH, (11) ALBA Facility Solutions GmbH (formerly ALBA Consulting GmbH, also in its capacity as legal successor of ALBA Facility Solutions GmbH (which was registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 98235 B)), (12) ALBA Cottbus GmbH, (13) ALBA Heilbronn-Franken GmbH & Co. KG (formerly ALBA Sud GmbH & Co KG and before that ALBA Sud Limited & Co KG, also in its capacity as legal successor of ALBA Heilbronn-Franken GmbH & Co KG (which was registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRA 103759)), (14) ALBA Lausitz GmbH, (15) ALBA Leipzig GmbH, (16) ALBA Niedersachsen-Anhalt GmbH, (17) ALBA Nord GmbH, (18) ALBA Nordbaden GmbH, (19) ALBA Sud GmbH (formerly ALBA Schwarzwald GmbH (which was registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRB 470228), also in its capacity as legal successor of ALBA Oberschwaben GmbH & Co KG (formerly ALBA Oberschwaben Limited & Co KG)), (20) ALBA Recycling GmbH, (21) ALBA Electronics Recycling GmbH (formerly ALBA R-plus GmbH), (22) ALBA Sachsen GmbH, (23) ALBA SE, (24) ALBA Services GmbH & Co KG, (25) ALBA Stuttgart GmbH, (26) ALBA Sud Grundstücksverwaltungs-plc & Co KG, (27) ALBA Wertstoffmanagement GmbH, (28) ALBA Metall Sud GmbH (formerly INTERSEROH Rhein-Neckar Rohstoff GmbH, also in its capacity as legal successor of INTERSEROH BW Rohstoff und Recycling GmbH), (29) INTERSEROH Dienstleistungs GmbH, (30) INTERSEROH Evert Heeren GmbH, (31) ALBA Metall Sud Franken GmbH (formerly INTERSEROH Franken Rohstoff GmbH), (32) ALBA Scrap and Metals Holding GmbH (formerly INTERSEROH Scrap and Metals Holding GmbH, also in its capacity as legal successor of (i) INTERSEROH Hansa Rohstoffe GmbH, (ii) INTERSEROH Hansa Finance GmbH and (iii) INTERSEROH Stainless Steel GmbH), (33) ALBA Metall Nord GmbH (formerly ALBA Metall Ost GmbH and before that INTERSEROH Metallaufbereitung Ost GmbH; also in its capacity as legal successor of INTERSEROH Jade-Stahl GmbH), (34) INTERSEROH Pfand-System GmbH, (35) ALBA Ferrous Trading GmbH (formerly INTERSEROH Scrap and Metals Trading GmbH), (36) INTERSEROH SEROG GmbH, (37) RDB plastics GmbH, (38) INTERSEROH Management GmbH, (39) INTERSEROH Pool-System GmbH and (40) ALBA Metall Sud Rhein-Main GmbH (formerly Wagner Rohstoffe GmbH) as assignors and the Security Agent as assignee<sup>1</sup>

Note The Assignors (as defined in the Existing Global Assignment Agreement) which are not a party to this Agreement will enter on or about the date hereof into a separate confirmation agreement

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<sup>1</sup> INTERSEROH NRW GmbH and ALBA West GmbH have resigned as guarantors under the Facilities Agreement and security granted by them under this global assignment agreement was released  
136879-4-518-v4 0

**SCHEDULE 3**  
**PART II – COPY OF THE EXISTING GLOBAL ASSIGNMENT AGREEMENT**

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE**  
PARTNERSCHAFTSGESELLSCHAFT

+

**Execution Version**

**ALBA GROUP PLC & CO. KG**  
and  
**THE COMPANIES LISTED HEREIN**  
as Assignors

and

**UNICREDIT LUXEMBOURG S.A.**  
as Security Agent

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**GLOBAL ASSIGNMENT AGREEMENT**  
*(Globalabtretung)*

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This GLOBAL ASSIGNMENT AGREEMENT (the "Agreement") is made on 26 October 2012

**BETWEEN**

- (1) **ALBA Group plc & Co. KG**, having its registered address at Bismarckstraße 105, 10625 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRA 36525 B (the "Company" and the "Assignor 1"),
- (2) **ALBA plc & Co. KGaA**, having its registered address at Bismarckstraße 105, 10625 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 132559 B (the "Assignor 2"),
- (3) **ALBA Finance plc & Co. KGaA**, having its registered address at Bismarckstraße 105, 10625 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 135295 B (the "Assignor 3"),
- (4) **ALBA Group Europe plc**, registered under Company No 07468014 with the registrar of the companies for England and Wales (the "Assignor 4"),
- (5) **Alpsee Ltd.**, registered under Company No 074462733 with the registrar of the companies for England and Wales (the "Assignor 5"),
- (6) **Eibsee Ltd.**, registered under Company No 07462758 with the registrar of the companies for England and Wales (the "Assignor 6" and, together with Assignor 2, Assignor 3, Assignor 4 and Assignor 5, the "Parent Obligor"),
- (7) **ALBA 2 Energy GmbH**, having its registered address at Franz-Josef-Schweitzer Platz 1, 16727 Velten, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 105278 B (the "Assignor 7"),
- (8) **ALBA Baustoffrecycling Nord GmbH**, having its registered address at Deponiestraße 1, 18209 Parkentin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Rostock under HRB 3112 (the "Assignor 8"),
- (9) **ALBA Berlin GmbH**, having its registered address at Flottenstraße 7-9, 13407 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 84334 B (the "Assignor 9"),
- (10) **ALBA Braunschweig GmbH**, having its registered address at Frankfurter Straße 251, 38122 Braunschweig, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Braunschweig under HRB 5206 (the "Assignor 10"),
- (11) **ALBA Consulting GmbH**, having its registered address at Wittestraße 30 N, 13509 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of



- the local court (*Amtsgericht*) of Charlottenburg under HRB 83280 B (the "Assignor 11"),
- (12) **ALBA Cottbus GmbH**, having its registered address at Dissenchener Straße 50, 03042 Cottbus, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cottbus under HRB 554 CB (the "Assignor 12"),
  - (13) **ALBA Facility Solutions GmbH**, having its registered address at Am Oberhafen 24, 13597 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 98235 B (the "Assignor 13"),
  - (14) **ALBA Heilbronn-Franken GmbH & Co. KG**, having its registered address at Benzstraße 17, 74076 Heilbronn, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRA 103759 (the "Assignor 14"),
  - (15) **ALBA Lausitz GmbH**, having its registered address at Lakomaer Chaussee 5, 03044 Cottbus, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cottbus under HRB 921 CB (the "Assignor 15"),
  - (16) **ALBA Leipzig GmbH**, having its registered address at Ruckmarsdorferstraße 31, 04179 Leipzig, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Leipzig under HRB 1360 (the "Assignor 16"),
  - (17) **ALBA Niedersachsen-Anhalt GmbH**, having its registered address at Glindenberger Weg 5, 139126 Magdeburg, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stendal under HRB 111924 (the "Assignor 17"),
  - (18) **ALBA Nord GmbH**, having its registered address at Ziegeleirweg 5, 19057 Schwerin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Schwerin under HRB 558 (the "Assignor 18"),
  - (19) **ALBA Nordbaden GmbH**, having its registered address at Industriestraße 1, 76189 Karlsruhe, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mannheim under HRB 102974 (the "Assignor 19"),
  - (20) **ALBA Oberschwaben Limited & Co. KG**, having its registered address at Mackstraße 45, 88348 Bad Saulgau, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Ulm under HRA 560772 (the "Assignor 20"),
  - (21) **ALBA Recycling GmbH**, having its registered address at Hultschiner Damm 335, 123623 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 100147 B (the "Assignor 21"),

- (22) **ALBA R-plus GmbH**, having its registered address at Heilbronner Straße 13, 75031 Eppingen, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRB 100989 (the "**Assignor 22**"),
- (23) **ALBA Sachsen GmbH**, having its registered address at Theodor-Korner Straße 8, 04758 Ostschätz, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Leipzig under HRB 8433 (the "**Assignor 23**"),
- (24) **ALBA Schwarzwald GmbH**, having its registered address at Schramberger Straße 59, 78655 Dunningen, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRB 470228 (the "**Assignor 24**"),
- (25) **ALBA SE**, having its registered address at Stollwerckstraße 9, 51149 Cologne, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under HRB 64052 (the "**Assignor 25**"),
- (26) **ALBA Services GmbH & Co. KG**, having its registered address at Frank-Schweitzer Straße 3, 12681 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRA 31462 B (the "**Assignor 26**"),
- (27) **ALBA Stuttgart GmbH**, having its registered address at Anton-Schmidt-Straße 25, 71332 Waiblingen, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRB 263740 (the "**Assignor 27**"),
- (28) **ALBA Süd Grundstücksverwaltungs-plc & Co. KG**, having its registered address at Anton-Schmidt-Straße 25, 71332 Waiblingen, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRA 722979 (the "**Assignor 28**"),
- (29) **ALBA Süd Limited & Co. KG**, having its registered address at Anton-Schmidt-Straße 25, 71332 Waiblingen, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRA 723639 (the "**Assignor 29**"),
- (30) **ALBA Wertsoffmanagement GmbH**, having its registered address at Frank-Josef-Schweitzer Platz 1, 16727 Velten, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 121577 B (the "**Assignor 30**"),
- (31) **ALBA West GmbH**, having its registered address at Zur Halbinsel 9, 45356 Essen, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Essen under HRB 20623 (the "**Assignor 31**"),
- (32) **INTERSEROH BW Rohstoff und Recycling GmbH**, having its registered address at Am Mittelkai 21, 70327 Stuttgart, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRB 24196 (the "**Assignor 32**"),

- (33) **INTERSEROH Dienstleistungs GmbH**, having its registered address at Stollwerckstraße 9a, 51149 Cologne, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under HRB 23522 B (the "Assignor 33"),
- (34) **INTERSEROH Evert Heeren GmbH**, having its registered address at Sagemuhlenstraße 100-102, 26789 Leer, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Aurich under HRB 110710 (the "Assignor 34"),
- (35) **INTERSEROH Franken Rohstoff GmbH**, having its registered address at Schweinfurter Straße 6, 97526 Sennfeld, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Schweinfurt under HRB 4430 (the "Assignor 35"),
- (36) **INTERSEROH Hansa Rohstoffe GmbH**, having its registered address at Kohlenweg 1, 44147 Dortmund, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Dortmund under HRB 18587 (the "Assignor 36"),
- (37) **INTERSEROH Jade-Stahl GmbH**, having its registered address at Emsstraße 29, 26382 Wilhelmshaven, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Oldenburg under HRB 131660 (the "Assignor 37"),
- (38) **INTERSEROH Metallaufbereitung Ost GmbH**, having its registered address at Werkstraße 1, 18069 Rostock, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Rostock under HRB 181 (the "Assignor 38"),
- (39) **INTERSEROH NRW GmbH**, having its registered address at Kohlenweg 1, 44147 Dortmund, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Dortmund under HRB 12846 (the "Assignor 39"),
- (40) **INTERSEROH Pfand-System GmbH**, having its registered address at Stollwerckstraße 9a, 51149 Cologne, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under HRB 39836 (the "Assignor 40"),
- (41) **INTERSEROH Rhein-Neckar Rohstoff GmbH**, having its registered address at Rottdamer Straße 37-41, 68219 Mannheim, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mannheim under HRB 335587 (the "Assignor 41"),
- (42) **INTERSEROH Scrap and Metals Holding GmbH**, having its registered address at Kohlenweg 1, 44147 Dortmund, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Dortmund under HRB 4317 (the "Assignor 42"),
- (43) **INTERSEROH Scrap and Metals Trading GmbH**, having its registered address at Stollwerckstraße 9a, 51149 Cologne, Germany, which is registered in the commercial

register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under HRB 51036 (the "**Assignor 43**"),

- (44) **INTERSEROH SEROG GmbH**, having its registered address at Saarstraße 1, 66359 Bous, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Saarbrücken under HRB 15556 (the "**Assignor 44**"),
- (45) **INTERSEROH Stainless Steel GmbH**, having its registered address at Kohlenweg 1, 44147 Dortmund, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Dortmund under HRB 24364 (the "**Assignor 45**"),
- (46) **RDB plastics GmbH**, having its registered address at Nortorfer Straße 2, 24613 Aukrug, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Kiel under HRB 12402 KI (the "**Assignor 46**"),
- (47) **INTERSEROH Hansa Finance GmbH**, having its registered address at Kohlenweg 1, 44147 Dortmund, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Dortmund under HRB 18384 (the "**Assignor 47**"),
- (48) **INTERSEROH Management GmbH**, having its registered address at Stollwerckstr 9a, 51149 Cologne, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under HRB 66663 (the "**Assignor 48**"),
- (49) **INTERSEROH Pool-System GmbH**, having its registered address at Stollwerckstr 9a, 51149 Cologne, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under HRB 60096 (the "**Assignor 49**"),
- (50) **Wagner Rohstoffe GmbH**, having its registered address at Carl-Benz-Straße 1, 60314 Frankfurt am Main, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 50373 (the "**Assignor 50**" and together with Assignor 1 to 49, the "**Assignors**"), and
- (51) **UniCredit Luxembourg S.A.**, in its capacity as security agent for the Secured Parties (as defined below) under the Intercreditor Agreement (as defined below) (the "**Security Agent**")

#### WHEREAS

- (A) Pursuant to a EUR 400,000,000 senior secured term loan and revolving credit facilities agreement dated on or about the date of this Agreement between, *inter alia*, ALBA Group plc & Co KG as company, ALBA plc & Co KGaA, ALBA Finance plc & Co KGaA, Alpsee Ltd, Eibsee Ltd and ALBA Group Europe plc as parent obligors, ALBA Group plc & Co KG as original borrower (the "**Original Borrower**"), the companies listed in Schedule 2 (*The Original Guarantors*) hereto as original guarantors (the "**Original Guarantors**"), Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgesellschaft and UniCredit Bank AG as bookrunners and

coordinating banks, Bank of China Limited Zweigniederlassung Frankfurt am Main, Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgesellschaft, HSH Nordbank AG, IKB Deutsche Industriebank AG, SEB AG and UniCredit Bank AG as mandated lead arrangers (the "**Mandated Lead Arrangers**"), UniCredit Luxembourg S A as agent and as security agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Facilities Agreement**"), certain lenders (together the "**Original Lenders**") have agreed to grant certain facilities to the Original Borrower and certain other entities which may accede to the Facilities Agreement as additional borrowers Pursuant to the terms of the Facilities Agreement additional senior secured revolving facility commitments in an amount of up to EUR 80,000,000 may be established, if ALBA Group plc & Co KG and the Lenders (as defined below) assuming such additional commitments so agree (the "**Additional Revolving Commitments**")

- (B) The Assignors have agreed to assign their respective Receivables (as defined below) to the Security Agent as security for the Secured Parties' (as defined below) respective claims against the Obligors (as defined below) (or any of them) under or in connection with the Finance Documents (as defined below)
- (C) The security created by or pursuant to this Agreement is to be held and administered by the Security Agent for the Secured Parties (as defined below) pursuant to an inter-creditor agreement dated on or about the date of this Agreement between, *inter alia*, the Parent Obligors, the Agent, the Security Agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Intercreditor Agreement**")

**NOW IT IS HEREBY AGREED** as follows

## **1 DEFINITIONS AND LANGUAGE**

### **1.1 Definitions**

In this Agreement

"**Agent**" means UniCredit Luxembourg S A in its capacity as agent under the Facilities Agreement and any successor appointed as agent under the Facilities Agreement

"**Ancillary Lender**" means any Lender or any affiliate of a Lender that makes available any ancillary facility under the Finance Documents

"**Ancillary Rights**" means all present and future, actual and contingent rights and claims (including monetary claims for damages) arising out of the underlying contractual or other relationship under which the Receivables are created, including but not limited to, unilateral rights (*Gestaltungsrechte*) of the relevant Assignor

"**Authorisation**" has the meaning given to such term in Clause 9.1 hereof.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Luxembourg, Frankfurt am Main and Munich

"**Collection Arrangement Receivables**" means all present and future, actual and contingent receivables of the relevant Assignor against any collection agent or factor un-

der or in connection with any collection arrangement or factoring arrangement (whether with or without recourse) (*echtes und unechtes Factoring*) relating to its Customer Receivables

**"Current Account Receivables"** means all present and future, actual and contingent receivables of the relevant Assignor originating from genuine or non-genuine current account arrangements (*echte oder unechte Kontokorrentverhältnisse*), including but not limited to the claim to determine the current account balance (*Anspruch auf Feststellung des gegenwertigen Saldos*) and the current account balance receivable (*Kontokorrentsaldoanspruch*) (in particular the current account balance receivable of the final current account statement (*Saldoanspruch der Schlussrechnung*))

**"Customer Receivables"** means all present and future, actual and contingent receivables of the relevant Assignor against all clients, purchasers, suppliers or lessees or any of them (including members of the Group) originating from the leasing or other supply of goods and/or services (including the renting of properties) by or to such Assignor

**"Event of Default"** means any event of default (*Kundigungsgrund*) under the Facilities Agreement

**"Existing Facilities Agreement"** means the EUR 675,000,000 senior secured term loan and revolving credit facilities agreement dated 22 December 2010 between, *inter alia*, ALBA Group plc & Co KG (formerly Isabell Finance Vermögensverwaltungs GmbH & Co KG) as company, Commerzbank Aktiengesellschaft, Filiale Luxembourg as agent and Portigon AG (formerly WestLB AG) as security agent and others (as amended and/or restated from time to time)

**"Finance Documents"** means the Facilities Agreement, the Intercreditor Agreement, the Mandate Letter, any borrower and/or guarantor accession letter relating to the Facilities Agreement, any fee letters relating to the Facilities Agreement, any security documents relating to the Facilities Agreement, any Hedging Agreement, any documents relating to the ancillary facilities made available by any Ancillary Lender and any other document that may be entered into pursuant to any of the foregoing in relation to the Facilities Agreement

**"First Utilisation Confirmation"** means a letter substantially in the form set out in Schedule 2 (*Confirmation Letter*) hereto, sent by the Agent to the Security Agent, confirming that the first utilisation under the Facilities Agreement has occurred

**"Group"** means the Company and all of its direct and indirect Subsidiaries from time to time

**"Hedge Counterparty"** means any Lender or affiliate of any Lender provided it is or has become a party to the Intercreditor Agreement in its capacity as hedge counterparty

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Original Borrower and/or any entity which may accede to the Facilities Agreement as an additional borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to

- (a) the Facilities Agreement, or
- (b) the Existing Facilities Agreement to the extent such master agreements, confirmations, schedules or other agreements continue to be in effect after the date of first utilisation under the Facilities Agreement (as amended and/or re-stated)

**"Hedging Receivables"** means all present and future, actual and contingent receivables of the relevant Assignor arising under any hedging agreement entered into for the purpose of hedging interest rate liabilities, exchange rate liabilities and/or any other risks

**"Insurance Receivables"** means all present and future, actual and contingent receivables of the relevant Assignor and for the benefit of such Assignor originating from insurance contracts entered into by such Assignor or by an affiliated company of such Assignor for the benefit of the respective Assignor (*Versicherung für fremde Rechnung*) including but not limited to those arising under the insurance contracts specified in Schedule 6 (*List of Existing Insurance Contracts*) and excluding any rights and claims of the Assignors under any liability insurance (*Haftpflichtversicherung*).

**"Intercompany Loan Receivables"** means all present and future, actual and contingent receivables of the relevant Assignor against any member of the Group arising under or in connection with intercompany loans (including intercompany loans resulting from any cash pool arrangements)

**"Lenders"** means the Original Lenders and any entity which may become a lender under the Facilities Agreement in the future and **"Lender"** means any of them

**"Mandate Letter"** means the mandate letter relating to the Facilities Agreement dated 5 September 2012 between ALBA Group plc & Co KG and the Mandated Lead Arrangers

**"Obligors"** means the Original Borrower, any entity which may accede to the Facilities Agreement as an additional borrower, the Parent Obligors, the Original Guarantors and any entity which may accede to the Facilities Agreement as additional guarantor and an **"Obligor"** means any of them

**"Receivables"** means collectively

- (a) with regard to each Assignor (other than a Parent Obligor and Assignors 47, 48, 49 and 50)
  - (i) the Collection Arrangements Receivables,
  - (ii) the Current Account Receivables,
  - (iii) the Customer Receivables,
  - (iv) the Hedging Receivables,
  - (v) the Insurance Receivables,

- (vi) the Intercompany Loan Receivables, and
- (vii) any Ancillary Rights, and
- (b) with regard to each Parent Obligor and Assignors 47, 48, 49 and 50
  - (i) the Intercompany Loan Receivables, and
  - (ii) any Ancillary Rights

**"Secured Obligations"** means any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Secured Parties or any of them under or in connection with the Finance Documents. The Secured Obligations shall include any obligations and liabilities under or in connection with the Additional Revolving Commitments and shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

**"Secured Parties"** means the Lenders (including in their capacity as ancillary bank(s) and/or Hedge Counterparty under the Facilities Agreement), the Agent, the Security Agent, any Ancillary Lender, any Hedge Counterparty and any Mandated Lead Arranger.

**"Subsidiary"** means, in relation to the respective Assignor, a company or corporation which constitutes a subsidiary (*Tochterunternehmen*) within the meaning of sections 271 para 2, 290 of the German Commercial Code (*Handelsgesetzbuch*) of the respective Assignor.

## 1.2 Construction

In this Agreement

- 1.2.1 Terms used but not defined in this Agreement have the meanings ascribed thereto in the Facilities Agreement, and
- 1.2.2 any reference in this Agreement to a **"Clause"**, a **"sub-Clause"** or a **"Schedule"** shall, subject to any contrary indication, be construed as a reference to a Clause, a sub-Clause or a Schedule in this Agreement.

- 1.3 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.

## 2 ASSIGNMENT

- 2.1 Subject to the suspensive condition (*aufschiebende Bedingung*) of the earlier of (i) the sending of the First Utilisation Confirmation by the Agent to the Security Agent (as attachment (e.g. pdf, jpg, tiff) to an email or regular mail or otherwise) and (ii) the occurrence of the first utilisation under the Facilities Agreement, each Assignor hereby assigns to the Security Agent its Receivables.



- 2 2 The Security Agent hereby accepts the assignment of the Receivables
- 2 3 The existing Receivables shall pass over to the Security Agent upon satisfaction of the suspensive condition (*aufschiebende Bedingung*) set out in Clause 2 1, and any future Receivables shall pass over to the Security Agent at the date such Receivables come into existence or, if later, upon satisfaction of the suspensive condition (*aufschiebende Bedingung*) set out in Clause 2 1
- 3 **TRANSFER OF ANCILLARY RIGHTS**
- The Receivables are assigned to the Security Agent together with all accessory security rights (*akzessorische Sicherheiten*) and ancillary rights (*Neben-, Hilfs- und Vorzugsrechte*) pursuant to (including by way of analogy) Section 401 of the German Civil Code (*Bürgerliches Gesetzbuch*). In case of security rights and ancillary rights pertaining to the Receivables and which are not assigned and transferred to the Security Agent by operation of law pursuant to Section 401 of the German Civil Code (the "**Independent Ancillary Rights**"), the Security Agent may request at any time and at its sole discretion the assignment and/or transfer (as the case may be) of such Independent Ancillary Rights
- 4 **PURPOSE OF THE ASSIGNMENT**
- The assignment hereunder is constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations. The assignment shall also cover any future extension of the Secured Obligations and each Assignor herewith expressly agrees that the assignment shall secure the Secured Obligations as extended or increased from time to time
- 5 **LIST OF RECEIVABLES**
- 5 1 Within 15 (fifteen) Business Days after the end of each calendar quarter and at any time without undue delay upon reasonable request of the Security Agent (including without limitation in case of a change of the case law of the German Federal Court of Justice (*Bundesgerichtshof*) or after the occurrence of an Event of Default which is continuing), each Assignor shall deliver to the Security Agent a list of the Receivables as of the most recent date (but not older than the end of the relevant calendar quarter (or the date of the request of the Security Agent)). This list of the Receivables shall be on a computer disk or in such other form as agreed between the Security Agent and the relevant Assignor. The Security Agent may in its reasonable discretion request a computer print-out in addition to any other form in which the list may be delivered
- 5 2 Unless otherwise agreed, the list of the Receivables referred to in sub-Clause 5 1 shall show the names and addresses of the debtors as well as any outstanding amounts and the due dates for payment. With respect to any Insurance Receivables, the name and address of the insurance holder (*Versicherungsnehmer*), the name and address of the insured (*Versicherter*), the type of insurance and the insurance policy number shall also be included. In addition, the list shall, to the best of the respective Assignor's knowledge, include all unpaid counter claims, if any, which arise from contracts between the respective Assignor and the relevant debtors, and shall state the exact amount of such unpaid claim, the maturity date and the name of the respective debtor

- 5 3 Any list of Receivables referred to in sub-Clauses 5 1 and 5 2 above is provided for information purposes only and if for any reason whatsoever the relevant Receivables are not, or are incompletely, contained in the list presented, then the assignment of the Receivables shall not be affected thereby
- 5 4 If an Assignor employs a third party for its bookkeeping and/or data processing and (i) an Event of Default has occurred and is continuing or (ii) such Assignor has not complied with any of its obligations pursuant to sub-Clauses 5 1 to 5 3 above, the respective Assignor hereby authorises the Security Agent to obtain any list of Receivables directly from such third party at such Assignor's expense
- 5 5 Within 15 (fifteen) Business Days after the end of each calendar quarter and at any time without undue delay upon reasonable request of the Security Agent (including without limitation in case of a change of the case law of the German Federal Court of Justice (*Bundesgerichtshof*) or after the occurrence of an Event of Default which is continuing), each Assignor shall deliver to the Security Agent a list of the Receivables assigned to a third party in connection with any asset backed securities arrangement, collection arrangement or factoring arrangement (whether with or without recourse) (*echtes und unechtes Factoring*) which is permitted under the Facilities Agreement as of the most recent date (but not older than the end of the relevant calendar quarter (or the date of the request of the Security Agent)) Unless otherwise agreed, this list shall show the names and addresses of the debtors as well as any outstanding amounts and the due dates for payment as at the date where such Receivables have been assigned
- 5 6 The table attached hereto as Schedule 6 (*List of Receivables Table*) lists the Assignors and their Receivables which are to be covered by the information lists provided pursuant to this Clause 5

## 6 NOTICE OF ASSIGNMENT

- 6 1 Each Assignor (whether by himself or together with other Assignors) shall notify – in case of the Insurance Receivables and Hedging Receivables by registered mail (*Einschreiben mit Rückschein*) – the relevant debtors of the assignment of the Intercompany Loan Receivables, the Insurance Receivables and the Hedging Receivables constituted hereunder in the form set out in Schedule 5 (*Form of Notice for a Disclosed Assignment*), within 30 (thirty) Business Days from the date hereof or, with respect to Intercompany Loan Receivables, Insurance Receivables and Hedging Receivables arising from future contracts within 20 (twenty) Business Days from the date of entry into such contract Each Assignor shall send a copy of each dispatched notification letter together with the return receipt (*Rückschein*) to the Security Agent without undue delay (*unverzüglich*)
- 6 2 The respective Assignor shall use its reasonable endeavours to procure that debtors of the Intercompany Loan Receivables, Insurance Receivables and Hedging Receivables acknowledge each notice of assignment and accept the terms of the assignment as set out in Schedule 5 (*Form of Notice for a Disclosed Assignment*) without undue delay The respective Assignor shall provide evidence to the Security Agent of any such acknowledgement
- 6 3 Each Assignor shall deliver to the Security Agent five (5) dated notification letters in the form of Schedule 4 (*Form of Blank Notification Letter*) executed in blank within

20 (twenty) Business Days from the date hereof for the purpose of notifying the debtors of the Receivables of this Agreement. The Security Agent may only make use of the blank notification letters after the occurrence of an Event of Default which is continuing. The Security Agent is entitled to duplicate such blank notification letters executed by the Assignors.

- 6.4 Each Assignor herewith notifies each other Assignor of the assignment of its Intercompany Loan Receivables pursuant to this Agreement and all Assignors acknowledge receipt of such notifications and their agreement with the terms hereof by counter-signing this Agreement. To the extent the assignments of the Intercompany Loan Receivables have been notified pursuant to this sub-Clause, sub-Clause 6.1 does not apply.

## **7 RECEIVABLES UNDER EXTENDED RETENTION OF TITLE ARRANGEMENTS**

- 7.1 If Receivables are assigned pursuant to this Agreement which are subject to extended retention of title arrangements (*verlangerter Eigentumsvorbehalt*) with any supplier of the respective Assignor, the assignment shall only become effective upon the termination (*Erlöschen*) of such extended retention of title. As long as any person is only partly entitled to the Receivables as a result of such person's retention of title arrangement, the assignment of such Receivables to the Security Agent hereunder shall be limited to the part of the relevant Receivables to which the respective Assignor is entitled to, the assignment of the other part shall be effective upon complete termination of the extended retention of title.

- 7.2 Each Assignor hereby assigns to the Security Agent its right to reassignment of Receivables assigned to a supplier by reason of an extended retention of title arrangement as well as any contingent claims to the transfer of all proceeds paid out to the supplier, together with all rights pertaining thereto. The same applies to any possible inchoate right (*Anwartschaftsrecht*) with respect to the assignment of any Receivables which is subject to a dissolving condition (*auflosende Bedingung*). The Security Agent hereby accepts such assignments.

- 7.3 The Security Agent may at any time after becoming entitled to enforce this Agreement in accordance with sub-Clause 10.1 below terminate any retention of title arrangement on behalf of the respective Assignor by discharging the respective liability of such Assignor towards the relevant supplier. The respective Assignor will reimburse the Security Agent for any costs and expenses so incurred.

## **8 CHECKS AND BILLS OF EXCHANGE**

If payments in respect of the Receivables are made by check or bill of exchange, the ownership in the documents shall pass to the Security Agent upon the respective Assignor acquiring such ownership, and such Assignor hereby assigns to the Security Agent, who accepts the assignment, in advance any of its rights arising therefrom as security for the Secured Obligations. Physical delivery of checks and bills of exchange to the Security Agent shall be replaced by an undertaking of the respective Assignor to hold such checks and bills of exchange in gratuitous custody (*unentgeltliche Verwahrung*) for the Security Agent or, if the respective Assignor does not obtain actual possession of such documents, the respective Assignor hereby assigns to

the Security Agent in advance all of its claims for delivery thereof against third parties as security for the Secured Obligations. The Security Agent accepts such assignment.

## 9 COLLECTION OF RECEIVABLES BY THE ASSIGNORS

- 9.1 At all times prior to the revocation of the Authorisation pursuant to Clause 9.4 below, the Assignors are authorised by the Security Agent to deal with (*verfugen uber*) (including to collect (*einziehen*) the Receivables, to grant any extension for payment (*Stundung*) or to conclude any settlement (*Vergleich*) in the ordinary course of business and to assign the Receivables to a third party in connection with any asset backed securities arrangement, collection arrangement or factoring arrangement (whether with or without recourse) (*echtes und unechtes factoring*) which is permitted under the Facilities Agreement) the Receivables in its own name and for its own account in any way not prohibited under the Facilities Agreement and/or the Intercreditor Agreement and, in particular, to assign and transfer any Receivables (together with any Ancillary Rights, any related accessory (*akzessorische*) security rights and any other related collateral, guarantees, warranties, insurances and other claims securing or supporting the payment of the Receivables by the relevant debtors or any other person who is liable to make a payment with respect to the relevant Receivables) to Compass ABSproM Limited and/or Compass Variety Funding 3 Limited in connection with the non-recourse working capital financing transactions entered into between any member of the Group and Compass ABSproM Limited and/or Compass Variety Funding 3 Limited with a transaction volume for the Group as a whole not exceeding EUR 150,000,000 (the "**Authorisation**")
- 9.2 Each Assignor is authorised by the Security Agent to exercise rights of set-off relating to Intercompany Loan Receivables owed by an Obligor (which have been assigned to the Security Agent under this Agreement) in any way not prohibited under the Intercreditor Agreement or the Facilities Agreement
- 9.3 In each case, each Assignor shall in doing so act with the care of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmanns*)
- 9.4 The Security Agent may limit the Authorisation or impose conditions for the exercise of the Authorisation or revoke the Authorisation (but not the Assignors' right pursuant to Clause 9.2) at any time after the occurrence of an Event of Default which is continuing
- 9.5 Each Assignor undertakes to notify any third party which has entered into any asset backed securities arrangement, collection arrangement or factoring arrangement (whether with or without recourse) (*echtes und unechtes Factoring*) with such Assignor (and in particular the relevant contact person at Compass ABSproM Limited and at Compass Variety Funding 3 Limited) of any revocation of the Authorisation on the date the revocation is received by the Assignor. The Security Agent undertakes *vis-a-vis* the Assignors to send an email to Thorsten Schade ([Thorsten.Schade@portigon.com](mailto:Thorsten.Schade@portigon.com)) as administrator for Compass ABSproM Limited and Compass Variety Funding 3 Limited containing a notification of the revocation of the Authorisation on the date the Authorisation is revoked by the Security Agent. For the avoidance of doubt, neither the Security Agent's undertaking to notify nor any actual issuing of such a notification by the Security Agent shall affect the Assignor's undertaking to notify as set out in sentence 1 of this Clause 9.5.

## 10 ENFORCEMENT

- 10 1 If (i) any of the Secured Obligations has become due and payable and (ii) an Event of Default has occurred and notice of acceleration under the Facilities Agreement has been served by the Agent to the Company, then the Security Agent is entitled to revoke the Authorisation (to the extent it has not been revoked pursuant to Clause 9) (but not each Assignor's right pursuant to Clause 9 2), notify the debtors, enforce its rights under this Agreement and arrange for the collection of the Receivables in its own name and for its own account or for the sale of the Receivables
- 10 2 The Security Agent will notify the respective Assignor in writing at least 5 (five) Business Days prior to the enforcement of any assignment pursuant hereto. No such notice shall be required if (i) the respective Assignor has generally ceased to make payments, (ii) an application for the institution of insolvency proceedings is filed by or against the respective Assignor or (iii) the Security Agent has reasonable grounds to believe that observance of the notice period would adversely affect the legitimate interests (*berechtigte Interessen*) of any Secured Party
- 10 3 To the extent that the Authorisation is revoked, the Security Agent may request that all documents relating to the Receivables be handed over to it and each Assignor hereby agrees to promptly comply with any such request. In the case of checks and bills of exchange, each Assignor hereby further agrees to endorse such documents in blank and to deliver them to the Security Agent as soon as reasonably practicable and in any event within 5 (five) Business Days upon request by the Security Agent
- 10 4 On becoming entitled to enforce the security interest created hereunder in accordance with sub-Clause 10 1 the Security Agent may collect the Receivables in total or in part to the extent necessary to satisfy any outstanding Secured Obligations, it being understood that the Security Agent shall apply the proceeds of such realisation towards the Secured Obligations in accordance with the Intercreditor Agreement
- 10 5 The Security Agent may request each Assignor to collect the Receivables for and on behalf of the Security Agent and in accordance with the Security Agent's instruction. The respective Assignor shall promptly comply with such request
- 10 6 If the Security Agent collects any Receivables pursuant to sub-Clause 10 4 hereof, it may take all measures and enter into all agreements with such debtors which it considers to be expedient (acting in accordance with good faith (*Treu und Glauben*)). In particular, the Security Agent may grant discounts or indulgence to any debtors and/or enter into settlement agreements in relation to existing Receivables at any time
- 10 7 Notwithstanding sub-Clause 10 4, the Security Agent may, in its sole discretion, determine which of several security interests (created under this or other security agreements) shall be used to satisfy the Secured Obligations
- 10 8 Given the non-accessory nature of this security, each Assignor has no defences of revocation and set-off and no defences based on defences any Obligor might have against the Secured Obligations. The Security Agent is not required to proceed against or enforce any other rights or security before enforcing the security created hereunder

- 10 9 Each Assignor shall not at any time before, on or after an enforcement of the security created hereunder and as a result of the Assignors entering into this Agreement, be entitled to demand indemnification or compensation from any other Obligor or to assign any of these claims

11 **LIMITATION OF ENFORCEMENT (GMBH; GMBH & CO. KG)**

With regard to each Assignor incorporated in Germany in the form of a limited liability company (*Gesellschaft mit beschränkter Haftung*) or registered in Germany as a limited liability partnership (*Kommanditgesellschaft*) (other than the Company and/or any Parent Obligor) the following enforcement limitation shall apply

- 11 1 For the purposes of this Clause 11

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

- 11 2 The Security Agent agrees not to enforce the Receivables assigned hereunder,

11 2 1 if and to the extent that the Receivables secure any obligation of an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) of an Assignor incorporated in Germany in the form of a limited liability company (*Gesellschaft mit beschränkter Haftung*) (in each case other than any of such Assignor's direct or indirect Subsidiaries which are (aa) wholly (directly or indirectly) owned by the Assignor or (bb) partly (directly or indirectly) owned by the Assignor and no affiliated company (*verbundenes Unternehmen*) which is not a Subsidiary of such Assignor owns such Subsidiary) (x) with which no domination agreement (*Beherrschungsvertrag*) and/or profit absorption agreement (*Gewinnabführungsvertrag*) is in place with the Assignor as dominated company (*beherrschte Gesellschaft*) at the time of enforcement and (y) which does not have a Holding Company (aa) fully owning it and such Assignor and (bb) having entered into a domination agreement (*Beherrschungsvertrag*) and/or profit absorption agreement (*Gewinnabführungsvertrag*) with the respective Assignor as dominated company (*beherrschte Gesellschaft*) at the time of enforcement, unless in case of (x) or (y) the Assignor provides evidence that it will not be able to recover the relevant loss and that it is necessary for it to be able to recover the relevant loss to avoid a violation of sections 30 or 31 of the German Limited Liability Companies Act ("**GmbHG**"), and

- 11 2 2 if and to the extent that the enforcement of the Receivables assigned hereunder would cause

- (a) such Assignor's assets less the Assignor's liabilities (the value of the Net Assets to be determined in accordance with HGB) (the "**Net Assets**") to be less than its registered share capital (*Stammkapital*) (*Be-gründung einer Unterbilanz*), or
- (b) if such Assignor's Net Assets are already less than its registered share capital), the Net Assets to be further reduced (*Vertiefung einer Unterbilanz*)

- 11 3 For the purposes of the calculation of the Net Assets the following balance sheet items shall be adjusted as follows
- 11 3 1 the amount of the increase of the respective Assignor's registered share capital out of retained earnings (*Kapitalerhöhung aus Gesellschaftsmitteln*) after the date of this Agreement that has been effected without the prior written consent of the Agent shall be deducted from the registered share capital, and
  - 11 3 2 loans and other contractual liabilities which are contractually deeply subordinated (*qualifizierter Rangrücktritt*) or loans which have been incurred in violation of the provisions of the Facilities Agreement, shall be deducted from the respective Assignor's liabilities (section 266 sub-section (3) C of the German Commercial Code) and rights of usufruct (*Genußrechte*) shall not be regarded as liabilities
- 11 4 The respective Assignor shall deliver to the Security Agent, within thirty (30) days after the date of receipt from the Security Agent of a notice stating that the Security Agent intends to enforce the Receivables assigned hereunder an up-to-date balance sheet of the respective Assignor together with a detailed calculation (satisfactory to the Security Agent) of the amount of the respective Assignor's Net Assets taking into account the adjustments set forth in Clause 11 3 above (a "**Management Determination**") The Security Agent shall be entitled to enforce the Receivables assigned hereunder in an amount which would, pursuant to the Management Determination, not cause the respective Assignor's Net Assets to be less than its registered share capital or further reduced if already below its registered share capital
- 11 5 Following the Security Agent's receipt of the Management Determination, upon request by the Security Agent, the respective Assignor shall deliver to the Security Agent within forty (40) days of request an up-to-date balance sheet of the respective Assignor drawn up by such Assignor's auditor together with a detailed calculation (satisfactory to the Security Agent) of the amount of the respective Assignor's Net Assets taking into account the adjustments set forth in Clause 11 3 above (an "**Auditor's Determination**") Such balance sheet and Auditor's Determination shall be prepared in accordance with the HGB consistently applied Following receipt of the Auditor's Determination, the Security Agent shall be entitled to enforce the Receivables assigned hereunder in an amount which would, pursuant to the Management Determination, not cause the respective Assignor's Net Assets to be less than its registered share capital or further reduced if already below its registered share capital
- 11 6 The respective Assignor shall within three (3) months after its receipt of a written request by the Security Agent if it claims, that the Receivables can with respect to Section 30, 31 GmbHG only be enforced in a limited amount (as set out under Clause 11 2 above), realise, to the extent legally permitted, any and all of its assets shown in the balance sheet with a book value (*Buchwert*) that is materially lower than the market value of such asset(s) if
- 11 6 1 such realisation is commercially justifiable with respect to the cost and efforts involved and the relevant asset is not essential for its business (*betriebsnotwendig*), and

- 11 6 2 as a result of the enforcement of the Receivables, its Net Assets would be reduced below the amount of its registered share capital. After the expiry of such three month period the respective Assignor shall, within three (3) Business Days, notify the Security Agent of the amount of the proceeds from the sale and submit a statement with a new calculation of the amount of the Net Assets taking into account such proceeds. Such calculation shall, upon the Security Agent's request, be confirmed by the respective Assignor's auditor within a period of twenty (20) Business Days following the request.
- 11 7 The enforcement restrictions under Clause 11 2 shall not apply
- 11 7 1 if and to the extent that the enforcement of the Receivables assigned under this Agreement is covered by a valuable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) against an affiliated company (*verbundenes Unternehmen*) of the respective Assignor within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*),
- 11 7 2 to the extent that the Receivables assigned under this Agreement secure any loans under the Facilities Agreement that (y) are on-lent, or otherwise passed on, or (z) replace or refinance loans under other facilities agreements which have been on-lent, or otherwise passed on, by the relevant borrower to the respective Assignor (or any of its Subsidiaries), and have not yet been repaid or otherwise discharged by the respective Assignor (or any of its Subsidiaries),
- 11 7 3 if the respective Assignor has not complied with its obligations pursuant to Clauses 11 4 through 11 6 above, or
- 11 7 4 when, at the time of enforcement of the Receivables assigned hereunder, the restrictions under Clause 11 2 are, due to a change of the applicable laws or otherwise, not required to protect the managing directors of the respective Assignor or of any of its direct or indirect shareholders from the risk of personal liability
- 11 8 If and to the extent the respective Assignor is able to demonstrate at the latest on the date the Management Determination (or, if requested by the Security Agent, the Auditor's Determination) was due to be delivered that the enforcement of the Receivables has the effect that the respective Assignor's managing director(s) are liable pursuant to § 64 sentence 3 GmbHG for reimbursement to the respective Assignor of payments which would otherwise have been received by the respective Assignor from the relevant debtor, the Security Agent shall be obliged to repay to the respective Assignor a part of the net proceeds of the enforcement of the Receivables (but in any event no more than the net proceeds of the enforcement) to the extent required to avoid that the managing directors incur such liability **provided that:**
- 11 8 1 the respective Assignor shall only be entitled to demand such payment if and to the extent that (i) the Management Determination (and, if requested by the Security Agent, the Auditors Determination) expressly confirm (and provide details) that (and to which extent) the enforcement of the Receivables has resulted in the respective Assignor being unable to pay its debts as they fall due (*Zahlungsunfähigkeit*) as of the date of such Management Determination and/or Auditors Determination and (ii) the respective Assignor has complied



with its obligations to deliver the Management Determination and (upon request of the Security Agent) the Auditors Determination and (iii) such payment would be necessary to avoid a liability of the managing director(s) of the respective Assignor according to § 64 sentence 3 GmbHG (as applicable at that time and taking into account the jurisdiction and/or case law (if any at that time) of the German Federal Court of Justice (*Bundesgerichtshof*)) by the managing director(s) of the respective Assignor and (iv) at the time the respective Assignor is notified of an intended enforcement pursuant to Clause 10 2, insolvency proceedings have not been opened in relation to the respective Assignor and no application for the opening of insolvency proceedings in relation to the respective Assignor has been made, and

11 8 2 payments made by the Assignor to the Company and/or any other direct or indirect Subsidiary of the Company

- (a) within the last three months prior to the date of receipt of the enforcement proceeds by the Security Agent and after that date, and/or
- (b) to satisfy any liability owed to the Company and/or any other direct or indirect Subsidiary of the Company which has been incurred in violation of the provisions of the Facilities Agreement

shall be disregarded (and shall be added back to the liquidity of the respective Assignor) when calculating the amount for which the managing directors would be liable,

such repayment (if any) to be made to a blocked bank account held with the Security Agent

The respective Assignor shall be further obliged to take without undue delay all measures (including, but not limited to (i) the realisation of its assets and (ii) the assertion and enforcement of recourse claims against affiliated companies (*verbundene Unternehmen*) of the respective Assignor within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) in order to increase its solvency (*Zahlungsfähigkeit*)) to avoid the managing directors incurring such liability or reducing such liability of the managing directors

11 9 The provisions of this Clause 11 shall apply *mutatis mutandis* to each Assignor registered in Germany as a limited liability partnership (*Kommanditgesellschaft*) **provided that** for the purpose of this Clause 11 only, any reference the Assignor's Net Assets (*Reinvermogen*) shall be deemed to be a reference to the aggregate amount of the Net Assets (*Reinvermogen*) of the Assignor's general partner (*Komplementar*)

## 12 LIMITATION ON ENFORCEMENT (SE)

12 1 Subject to Clauses 12 4 below, the right to enforce the Receivables granted by Assignor 25 (ALBA SE), which is incorporated in Germany in the legal form of a *societas europea* (*Europäische Aktiengesellschaft*) (the "SE-Security Grantor") hereunder shall be limited or excluded, as applicable, if and to the extent

12 1 1 such Receivables secure any obligation of an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) (in each case other than any of the SE-Security Grantor's direct or indirect Subsidiaries which are (aa) wholly (directly or indirectly) owned by the SE-Security Grantor or (bb) partly (directly or indirectly) owned by the SE-Security Grantor and no affiliated company (*verbundenes Unternehmen*) which is not a Subsidiary of the SE-Security Grantor owns such Subsidiary) (the "Up-Stream/Cross-Stream Obligor") and

12 1 2

- (a) no domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) exists between the SE-Security Grantor as dominated entity (*beherrschtes Unternehmen*) and the Up-Stream/Cross-Stream Obligor or a Holding Company of such Up-Stream/Cross-Stream Obligor as dominating entity (the "DPLPA"), or
- (b)
  - (i) such DPLPA exists, and
  - (ii) the SE-Security Grantor provides or obtains evidence by way of a final court judgment that an enforcement of the security would nevertheless violate Sections 57 or 71a of the German Stock Corporation Act (*Aktiengesetz*) (assuming that the dominating entity under the DPLPA instructs the SE-Security Grantor to grant the security), and
  - (iii) the enforcement will, or has to be reasonably expected to, result in an annual loss (*Jahresfehlbetrag*) of the SE-Security Grantor which loss would not be, or could not reasonably be expected to be, compensated for by a compensation claim under the DPLPA or otherwise, which compensation claim could be accounted for in the balance sheet of the SE-Security Grantor at full value (*vollwertig*)

With respect to amounts in relation to which any of the conditions in paragraphs 12 1 1 and 12 1.2 above are not fulfilled, the right to enforce the security of the SE-Security Grantor remains

12 2 The SE-Security Grantor shall deliver to the Security Agent, within thirty (30) days after the date of receipt from the Security Agent of a notice stating that the Security Agent intends to enforce the Receivables assigned hereunder, a determination setting out in reasonable detail (satisfactory to the Security Agent) to which extent such enforcement would be restricted pursuant to Clause 12 1 (the "**Management Determination**") The Security Agent shall be entitled to enforce the security in an amount which would, in accordance with the Management Determination, comply with Clause 12 1

- 12 3 If a DPLPA exists, following the Security Agent's receipt of the Management Determination, upon request by the Security Agent, the SE-Security Grantor shall deliver to the Security Agent within forty (40) days of the request an auditor's opinion from a reputed major accounting firm confirming whether, and to which extent, the enforcement will, or has to be reasonably expected to, result in an annual loss of the SE-Security Grantor which loss would not be, or could not be reasonably be expected to be, compensated for by a compensation claim under the DPLPA (which compensation claim could be accounted for in the balance sheet of the SE-Security Grantor at full value (*vollwertig*)) or otherwise
- 12 4 The restrictions set out under Clause 12 1 shall not apply
- 12 4 1 if the SE-Security Grantor has not complied with its obligations pursuant to paragraphs 12 2 to 12 3 above,
- 12 4 2 if the domination and profit and loss pooling agreement between the Company and ALBA SE entered into on 28 March 2011 and registered with the commercial register of ALBA SE on 26 May 2011 (the "BEAV") has been terminated without the consent of the Agent and such termination (i) does not result from the satisfaction of a statutory obligation of the managing directors (*Vorstand*) of the SE-Security Grantor to terminate the BEAV and (ii) results from the negligence (*Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) of a managing director (*Vorstand*) of ALBA SE, or
- 12 4 3 if and to the extent that the Receivables assigned under this Agreement secure any loans under the Facilities Agreement that (y) are on-lent, or otherwise passed on, or (z) replace or refinance loans under other facilities agreements which have been on-lent, or otherwise passed on, by the relevant borrower to the SE-Security Grantor (or any of its Subsidiaries), and have not yet been repaid or otherwise discharged by the SE-Security Grantor (or any of its Subsidiaries)

### 13 BOOKKEEPING AND DATA-PROCESSING

- 13 1 Each Assignor hereby assigns to the Security Agent, who accepts such assignment, any right it has against any third party (in particular any bookkeeping firm or tax consultant) in respect of the return of any proof or documents which each Assignor has handed over to such third party and which are necessary to identify the Receivables. Each Assignor undertakes to instruct such third party, upon the occurrence of an Event of Default which is continuing, to provide the Security Agent upon demand with such information, proof and documents which are necessary to check, assess or enforce the Receivables.
- 13 2 Upon the occurrence of an Event of Default which is continuing, the respective Assignor shall allow the Security Agent access to any electronic data-processing system, including peripheral equipment, in which data concerning the Receivables or any part thereof have been stored. Moreover, the respective Assignor shall provide any assistance reasonably required to the Security Agent (including by making software operators available). The respective Assignor hereby assigns to the Security Agent, who accepts such assignment, all its rights against any third party which handles the electronic processing of data concerning the Receivables and undertakes to instruct such

third party, upon a respective demand of the Security Agent following the occurrence of an Event of Default which is continuing, to handle the processing of data for the Security Agent as it did for the respective Assignor provided that the respective Assignor shall continue to be given access to any data it requires in its ordinary course of business

- 13 3 The Security Agent authorises each Assignor to exercise the rights assigned to the Security Agent pursuant to sub-Clause 13 1 and 13 2 above at all times prior to the occurrence of an Event of Default which is continuing

#### 14 REPRESENTATIONS AND WARRANTIES

Each Assignor represents and warrants to the Security Agent by way of an independent guarantee (*selbständiges Garantieversprechen*) that

- 14 1 (in case of the Company only) at the date hereof, INDO China Europe BVBA is not a creditor of any Obligor under any intercompany loan (including intercompany loans resulting from any cash pool arrangements),
- 14 2 (in case of a Parent Obligor only) at the date hereof, the Assignor is validly existing,
- 14 3 except for extended retention of title arrangements (*verlangerter Eigentumsvorbehalt*) it is the sole unrestricted owner of the Receivables and no other person is entitled to any Receivable as joint creditor (*Gesamtgläubiger*) or co-creditor (*Mitgläubiger*),
- 14.4 the factual information (i) contained in Schedule 3 (*List of Existing Insurance Contracts*) and (ii) with regard to its other Receivables, as provided on or about the date hereof to the Security Agent is true, accurate and complete in all material respects (the information referred to under (ii) being the receivables reporting in connection with the Existing Facilities Agreement for the third calendar quarter 2012 and forwarded to the Security Agent<sup>1</sup>),
- 14 5 except as permitted under the Facilities Agreement and subject to the First Utilisation Confirmation, the Receivables are unencumbered,
- 14 6 substantially all the existing Receivables are and substantially all the future Receivables will be governed by German law, and
- 14 7 except for extended retention of title arrangements (*verlangerter Eigentumsvorbehalt*) the Receivables are assignable (*abtretbar*) and can be freely assigned by the respective Assignor

#### 15 UNDERTAKINGS OF THE ASSIGNORS

During the term of this Agreement, each Assignor undertakes to the Security Agent

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<sup>1</sup> NB Due to a slight deviation in the security scope, the forwarded reporting does not cover the following (1) with regard to Assignor 47, 48, 49 and 50, information on intercompany loan receivables, (2) with regard to Assignor 25 (ALBA SE) Assignor 33 (INTERSEROH Dienstleistungs GmbH), Assignor 42 (INTERSEROH Scrap and Metals Holding GmbH), Assignor 36 (INTERSEROH Hansa Rohstoffe GmbH), Assignor 40 (INTERSEROH Pfand-System GmbH) and Assignor 46 (RDB plastics GmbH) information on receivables (other than customer and current account receivables)

- 15 1 not to take, or participate in, any action which results or might result in a sale, transfer, encumbrance or other disposal of the Receivables or permit to subsist, create or agree to create any security interest or third party right in or over the Receivables other than as expressly permitted under the terms of this Agreement or the Facilities Agreement,
- 15 2 unless otherwise expressly permitted under the Facilities Agreement or this Agreement, to refrain (i) from any acts or omissions, the purpose or effect of which is or would be a material dilution of the value of the Receivables or the Receivables ceasing to be assignable (other than, with respect to Customer Receivables only, to the extent such non-assignability arises as a result of general terms and conditions (*Allgemeine Geschäftsbedingungen*) of the relevant client, purchaser, supplier or lessee) or (ii) from subjecting its Receivables with an aggregate amount exceeding EUR 100,000 to any law other than German law (or to enter into a security agreement with respect to such Receivables substantially on the same terms as this Agreement and governed by the respective governing law of the Receivables at the latest 20 (twenty) Business Days after the relevant agreement under which such Receivables arise or may arise has been entered into),
- 15 3 to procure that all proceeds and any other sums collected in connection with the Receivables are upon the occurrence of an Event of Default paid into a bank account held with a Secured Party,
- 15 4 to inform the Security Agent without undue delay in writing of any attachment (*Pfandung*) over any of the Receivables or part thereof and any third parties bringing claims in respect of any of the Receivables or part thereof or any other measures which might impair or jeopardize the Security Agent's rights relating to any Receivable or materially impair its value, such notice to be accompanied by any documents available to the Pledgor the Security Agent might need to defend itself against any claim by a third party. In the event of an attachment, the respective Assignor undertakes to forward to the Security Agent without undue delay a copy of the attachment order (*Pfandungsbeschluss*), any transfer order (*Überweisungsbeschluss*) and all other documents necessary or expedient for a defence against such attachment. The respective Assignor shall inform the attaching creditor of the Security Agent's security interests without undue delay,
- 15 5 to take, at its own cost and expense, all such action as is available to it as may be necessary for the purpose of the creation, perfection, protection or maintenance of the security rights created or intended to be created by or pursuant to this Agreement or to facilitate the realisation of the Receivables, and
- 15 6 (only the Company and Assignor 46 (*RDB plastics GmbH*)) to ensure that INDO China Europe BVBA enters into a security agreement with respect to its intercompany loan receivables (substantially on the same terms as this Agreement) within fifteen (15) Business Days from the date it becomes a creditor of any Obligor under any intercompany loan (including intercompany loans resulting from any cash pool arrangements)

16     **POWER OF ATTORNEY**

Each Assignor, by way of security for its obligations under this Agreement, irrevocably appoints the Security Agent to be its attorney (*Stellvertreter*) to do anything which the Assignors are required to do under Clause 6 (*Notice of Assignment*) of this Agreement but has failed to do (and the Security Agent may delegate that power on such terms as it sees fit) For this purpose each Assignor relieves the Security Agent from the restrictions set out in Section 181 of the German Civil Code

17     **INDEMNITY**

The Security Agent shall not be liable for any loss or damage suffered by the Assignors save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of the Security Agent

18     **DURATION AND INDEPENDENCE**

18.1 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Finance Documents or in any document or agreement relating to any of the Finance Documents shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Assignors pursuant to it

18.2 This Agreement is independent from any other security or guarantee which may have been or will be given to the Secured Parties or the Security Agent None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement

18.3 Waiving Section 418 of the German Civil Code (applied by analogy), each Assignor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party

19     **RELEASE OF SECURITY (*SICHERHEITENFREIGABE*)**

19.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent will promptly (*unverzüglich*), at the cost and expense of the respective Assignor, reassign to the respective Assignor the Receivables and surrender the excess proceeds, if any, resulting from any realisation thereof The Security Agent will, however, transfer any Receivable or excess proceeds to a third person if so required by law

19.2 At any time when the total value of the aggregate security granted by the respective Assignor and the other Obligors to secure the Secured Obligations (the "**Security**"), which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*), more than temporarily exceeds 110% of the Secured Obligations (the "**Limit**"), the Security Agent shall promptly (*unverzüglich*) on demand of the respective Assignor release such part of the Security (*Sicherheitenfreigabe*) as the Security Agent may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit

## 20 PARTIAL INVALIDITY; WAIVER

- 20 1 The parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any party having to argue (*darlegen*) and prove (*beweisen*) the parties' intent to uphold this Agreement even without the void, invalid or ineffective provisions
- 20 2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement
- 20 3 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law

## 21 AMENDMENTS

Changes and amendments to this Agreement including this Clause 19 shall be made in writing

## 22 NOTICES AND THEIR LANGUAGE

- 22 1 All notices and communications under or in connection with this Agreement shall be in writing and shall be delivered by letter, posted or delivered by hand or fax. Each notice or communication shall be given to the relevant party at the address or fax number and marked for the attention of the person(s) or department from time to time specified in writing by that party to the other. The initial address, fax number and person(s) or department so specified by each party are set out below

For the Assignors to the Company	<b>ALBA Group plc &amp; Co. KG</b>	
	Address	Bismarckstraße 105 10625 Berlin Germany  <b><u>As of 7 December 2012</u></b> Knesebeckstraße 56-58 10729 Berlin Germany
	Fax	+49(30) 35182 497
	Attention	Sonja Brei and Kurt Preussner

	E-Mail	sonja.breit@albagroup.de kurt.preussner@albagroup.de
For the Security Agent	<b>UniCredit Luxembourg S.A.</b>	
	Address	8-10, rue Jean Monnet L-2180 Luxembourg
	Fax	+352 4272 4547
	Attention	Katja Kruger
	E-Mail	Katja.Krueger@unicreditgroup.lu

22.2 Proof of posting or dispatch of any notice or communication to the Assignors shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the second business day in the country of receipt after posting and (ii) in case of a fax transmission, on the business day in the country of receipt immediately following the date of its dispatch

22.3 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

## 23 APPLICABLE LAW; JURISDICTION

23.1 This Agreement is governed by the laws of the Federal Republic of Germany. The laws of the Federal Republic of Germany shall apply irrespective of the law governing any Receivable, including when a Receivable is governed by a law other than that of the Federal Republic of Germany.

23.2 The place of jurisdiction for any and all disputes arising under or in connection with this agreement shall be the district court (*Landgericht*) in Frankfurt am Main. The Security Agent, however, shall also be entitled to take action against the Assignors in any other court of competent jurisdiction. Further, the taking of proceedings against the Assignors in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

## 24 CONCLUSION OF THE AGREEMENT (*VERTRAGSSCHLUSS*)

24.1 The parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by means of telecommunication (*telekommunikative Übermittlung*) by fax or attached as an electronic photocopy (pdf, tif, etc.) to an e-mail.



- 24 2 If the parties to this Agreement choose to conclude this Agreement pursuant to sub-Clause 24 1 above, they will transmit the signed signature page(s) of this Agreement to Clifford Chance Partnerschaftsgesellschaft, Anne Crayen, (anne.crayen@cliffordchance.com) and Maïke Taufer (maike.taeufer@cliffordchance.com) (each a "**Recipient**") The Agreement will be considered concluded once any Recipient has actually received the signed signature page(s) (*Zugang der Unterschriftsseite(n)*) from all parties to this Agreement and at the time of the receipt of the last outstanding signature page(s)
- 24 3 For the purposes of this Clause 24 only, the parties to this Agreement appoint each Recipient individually as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) each Recipient to collect the signed signature page(s) from all and for all parties to this Agreement For the avoidance of doubt, each Recipient will have no further duties connected with its position as Recipient In particular, each Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories

**SCHEDULE 1**  
**THE ORIGINAL GUARANTORS**

Name of Original Guarantor		Registration number (or equivalent, if any)
<b>Belgium</b>		
1	INDO China Europe BVBA	Company No 0863 140 246
<b>England</b>		
2	ALBA Group Europe plc (Parent Obligor)	Company No 07468014
3	Alpsee Ltd (Parent Obligor)	Company No 07462733
4	Eibsee Ltd (Parent Obligor)	Company No 07462758
<b>Germany</b>		
5	ALBA 2 Energy GmbH	Local court Charlottenburg HRB 105278 B
6	ALBA Baustoffrecycling Nord GmbH	Local court Rostock HRB 3112
7	ALBA Berlin GmbH	Local court Charlottenburg HRB 84334 B
8	ALBA Braunschweig GmbH	Local court Braunschweig HRB 5206
9	ALBA Consulting GmbH	Local court Charlottenburg HRB 83280 B
10	ALBA Cottbus GmbH	Local court Cottbus HRB 554 CB
11	ALBA Facility Solutions GmbH	Local court Charlottenburg HRB 98235 B
12	ALBA Finance plc & Co KGaA (Parent Obligor)	Local court Charlottenburg HRB 84286B
13	ALBA Group plc & Co KG	Local court Charlottenburg HRA 36525 B
14	ALBA Heilbronn-Franken GmbH & Co KG	Local court Stuttgart HRA 103759
15	ALBA Lausitz GmbH	Local court Cottbus HRB 921 B
16	ALBA Leipzig GmbH	Local court Leipzig HRB 1360

Name of Original Guarantor		Registration number (or equivalent, if any)
17	ALBA Niedersachsen-Anhalt GmbH	Local court Stendal HRB 111924
18	ALBA Nord GmbH	Local court Schwerin HRB 558
19	ALBA Nordbaden GmbH	Local court Mannheim HRB 102974
20	ALBA Oberschwaben Limited & Co KG	Local court Ulm HRA 560772
21	ALBA plc & Co KGaA (Parent Obligor)	Local court Charlottenburg HRB 82888 B
22	ALBA Recycling GmbH	Local court Charlottenburg HRB 100147 B
23	ALBA R-plus GmbH	Local court Stuttgart HRB 100989
24	ALBA Sachsen GmbH	Local court Leipzig HRB 8433
25	ALBA Schwarzwald GmbH	Local court Stuttgart HRB 470228
26	ALBA SE	Local court Cologne HRB 64052
27	ALBA Services GmbH & Co KG	Local court Charlottenburg HRA 31462 B
28	ALBA Stuttgart GmbH	Local court Stuttgart HRB 263740
29	ALBA Sud Grundstücksverwaltungs-plc & Co KG	Local court Stuttgart HRA 722979
30	ALBA Sud Limited & Co KG	Local court Stuttgart HRA 723639
31	ALBA Wertstoffmanagement GmbH	Local court Charlottenburg HRB 121577 B
32	ALBA West GmbH	Local court Essen HRB 20623
33	INTERSEROH BW Rohstoff & Recycling GmbH	Local court Stuttgart HRB 24196
34	INTERSEROH Dienstleistungs GmbH	Local court Cologne HRB 23522
35	INTERSEROH Evert Heeren GmbH	Local court Aurich HRB 110710
36	INTERSEROH Franken Rohstoff GmbH	Local court Schweinfurt HRB 4430
37	INTERSEROH Hansa Finance GmbH	Local court Dortmund HRB 18384

<b>Name of Original Guarantor</b>		<b>Registration number (or equivalent, if any)</b>
38	INTERSEROH Hansa Rohstoffe GmbH	Local court Dortmund HRB 18587
39	INTERSEROH Jade-Stahl GmbH	Local court Oldenburg HRB 131660
40	INTERSEROH Management GmbH	Local court Cologne HRB 66663
41	INTERSEROH Metallaufbereitung Ost GmbH	Local court Rostock HRB 181
42	INTERSEROH NRW GmbH	Local court Dortmund HRB 12846
43	INTERSEROH Pfand-System GmbH	Local court Cologne HRB 39836
44	INTERSEROH Pool-System GmbH	Local court Cologne HRB 60096
45	INTERSEROH Rhein-Neckar Rohstoff GmbH	Local court Mannheim HRB 335587
46	INTERSEROH Scrap and Metals Holding GmbH	Local court Dortmund HRB 4317
47	INTERSEROH Scrap and Metals Trading GmbH	Local court Cologne HRB 51036
48	INTERSEROH SEROG GmbH	Local court Saarbrücken HRB 15556
49	INTERSEROH Stainless Steel GmbH	Local court Dortmund HRB 24364
50	RDB plastics GmbH	Local court Kiel HRB 12402 KI
51	Wagner Rohstoffe GmbH	Local court Frankfurt a M HRB 50373

**SCHEDULE 2**  
**CONFIRMATION LETTER**

*[Please print on letterhead paper]*

**From**            **UniCredit Luxembourg S.A.**  
  
                      in its capacity as Agent under the Facilities Agreement (as defined below)

**To**                **UniCredit Luxembourg S.A.**  
                      8-10, rue Jean Monnet  
                      L-2180 Luxembourg  
  
                      in its capacity as Security Agent under the Facilities Agreement (as defined below)

**Copy to**        **ALBA Group plc & Co. KG**  
                      Bismarckstraße 105, 10625 Berlin, Germany

*[Date, time]*

Dear Sirs

We refer to

a EUR 400,000,000 senior secured term loan and revolving credit facilities agreement dated [●] October 2012 between, *inter alia*, ALBA Group plc & Co KG as company, ALBA plc & Co KGaA, ALBA Finance plc & Co KGaA, Alpsee Ltd, Eibsee Ltd and ALBA Group Europe plc as parent obligors, ALBA Group plc & Co KG as and certain of its subsidiaries as original borrowers and/or original guarantors, Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgesellschaft and UniCredit Bank AG as bookrunners and coordinating banks, Bank of China Limited Zweigniederlassung Frankfurt am Main, Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgesellschaft, HSH Nordbank AG, IKB Deutsche Industriebank AG, SEB AG and UniCredit Bank AG as mandated lead arrangers, UniCredit Luxembourg S A. as agent and security agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Facilities Agreement**")

Terms defined in the Facilities Agreement shall bear the same meaning when used herein unless stated otherwise

We hereby confirm to you in our capacity as Agent under the Facilities Agreement that the first Utilisation under the Facilities Agreement has occurred

Yours sincerely

---

UniCredit Luxembourg S A

as Agent

[illegible]

[illegible]

Vertragsnummer 8

BuKr versicherte Risiken

- 4000 ALBA SE (zuvor Interseroh SE)  
4001 INTERSEROH Dienstleistungs GmbH  
4008 INTERSEROH Pland - System GmbH  
4010 RDB plastics GmbH  
4011 IDO China Europe BVBA  
4013 INTERSEROH Scrap & Metals Holding GmbH  
4014 INTERSEROH NWT GmbH  
4015 INTERSEROH Ervt Heeren GmbH  
4017 INTERSEROH Franken Rohstoff GmbH  
4018 INTERSEROH Hansa Rohstoffe GmbH  
4019 INTERSEROH Rhein Neckar Rohstoff GmbH  
4020 INTERSEROH Jade- Stahl GmbH  
4021 INTERSEROH BW Rohstoff & Recycling GmbH  
4023 INTERSEROH SEROG GmbH  
4027 INTERSEROH Metallaufbereitung Ost GmbH  
4028 INTERSEROH Scrap & Metals Trading GmbH  
4032 Wagner Rohstoffe GmbH  
4034 INTERSEROH Hansa Finance GmbH  
4055 INTERSEROH Pool - System GmbH  
4083 INTERSEROH Management GmbH  
4114 INTERSEROH Stianless Steel GmbH

HDI =	HDI-Gerling Industrie-Versicherung AG Krausenstr 9-10, 10117 Berlin
Helvetia =	Helvetia Versicherungen Südwestkorso 1, 12161 Berlin
Gothaer =	Gothaer Allgemeine Versicherung AG Gothaer Allee 1, 50969 Köln
Condor =	Condor Allgemeine Versicherung AG Admiralitätsstr 67, 20459 Hamburg
CHARTIS =	CHARTIS Europe S A Postfach 10 17 36, 60017 Frankfurt/Main
Mannheimer =	Mannheimer Versicherungen Augustaanlage 66, 68165 Mannheim
X=	Assigned pursuant to this Agreement
* =	For information purposes only as any rights and claims of the Assignors under any liability insurance (Haftpflichtversicherung) are excluded pursuant to this Agreement
(I) =	<i>NB</i> To the extent the insurance covers any rights and claims of the Assignors under any liability insurance, these are not covered/ assigned pursuant to this Agreement
(II) =	To expire



**SCHEDULE 4**  
**FORM OF BLANK NOTIFICATION LETTER**

*[To be printed off on letterhead of the respective Assignor]*

*[Name and address of debtor to be completed by the*

*Security Agent*

Leave this space blank]

<i>[insert date and place]</i>	<i>[Datum und Ort einfügen]</i>
<p>Dear Sirs,</p> <p>We hereby give you notice that pursuant to an assignment agreement entered into by us in favour of <i>[insert name and address of the Security Agent]</i> (the "<b>Security Agent</b>") dated <i>[insert date of the assignment agreement]</i>, we have assigned by way of a global assignment (<i>Globalzession</i>) to the Security Agent all our present and future receivables against you together with all ancillary rights pertaining to them including those set out in Annex 1 hereto. The Security Agent is solely authorised to collect and deal with the assigned receivables, and all payments with respect to the assigned receivables have to be made to the Security Agent. Please do not make any further payments into our accounts. Please find attached as Annex 2 hereto a copy of the assignment agreement.</p>	<p>Sehr geehrte Damen und Herren,</p> <p>Wir teilen Ihnen hierdurch mit, dass wir mit Abtretungsvertrag vom <i>[Datum des Abtretungsvertrages einfügen]</i> sämtliche bestehenden und künftigen Forderungen mit allen dazugehorenden Rechten gegen Sie an <i>[Name und Adresse des Sicherheitentreuhänders einfügen]</i> (der "<b>Sicherheitentreuhänder</b>") im Wege der Globalzession abgetreten haben, einschließlich der in Anlage 1 genannten. Der Sicherheitentreuhänder allein ist berechtigt, über die Forderungen zu verfügen und Zahlungen entgegenzunehmen. Bitte leisten Sie keine weiteren Zahlungen an uns. Als Anlage 2 erhalten Sie eine Kopie des Abtretungsvertrages.</p>

Yours faithfully/Mit freundlichen Grüßen

*[insert full name of the Assignor/Namen des Sicherungsgebers einfügen]*

\_\_\_\_\_  
Name/Name  
Title/Titel

**Annex 1 / Anlage 1**  
**Details of assigned receivables / Einzelheiten der abgetretenen Forderungen**

**Annex 2 / Anlage 2**  
**Copy of the assignment agreement / Kopie des Abtretungsvertrages**

**SCHEDULE 5**  
**FORM OF NOTICE FOR A DISCLOSED ASSIGNMENT**

*[To be printed off on letterhead of the respective Assignor]*

*[Name and address of debtor]*

<i>[insert date and place]</i>	<i>[Datum und Ort einfügen]</i>
<p>Dear Sirs,</p> <p>We hereby give you notice that pursuant to an assignment agreement entered into by us in favour of <i>[insert name and address of the Security Agent]</i> (the "<b>Security Agent</b>") dated <i>[insert date of the assignment agreement]</i>, we have assigned by way of a global assignment (<i>Globalzession</i>) to the Security Agent all our present and future receivables against you together with all ancillary rights pertaining to them <i>[including those set out in Annex 1]</i> hereto. We are authorised by the Security Agent to collect the assigned receivables in our own name and for our own account and to exercise any rights and claims in the ordinary course of business until and unless you receive a notification from the Security Agent to the contrary. Please see attached as Annex 2 a copy of the assignment agreement.</p> <p>Please acknowledge receipt of this notice and your agreement with the terms hereof by counter-signing this letter and returning the same to us.</p>	<p>Sehr geehrte Damen und Herren,</p> <p>Wir teilen Ihnen hierdurch mit, dass wir mit Abtretungsvertrag vom <i>[Datum des Abtretungsvertrages einfügen]</i> sämtliche bestehenden und künftigen Forderungen mit allen dazugehörenden Rechten gegen Sie an <i>[Name und Adresse des Sicherheitentreuhänders einfügen]</i> (der "<b>Sicherheitentreuhänder</b>") im Wege der Globalzession abgetreten haben, <i>[einschließlich der in Anlage 1 genannten]</i>. Wir sind vom Sicherheitentreuhänder ermächtigt, alle Zahlungen betreffend die abgetretenen Forderungen im eigenen Namen und für eigene Rechnung einzuziehen und entgegenzunehmen und unsere Rechte im Rahmen des gewöhnlichen Geschäftsbetriebs auszuüben, wenn und soweit sie keine anderslautende Mitteilung des Sicherheitentreuhänders erhalten. Als Anlage 2 erhalten Sie eine Kopie des Abtretungsvertrages.</p> <p>Bitte bestätigen Sie den Erhalt dieser Benachrichtigung und Ihr Einverständnis mit den herein enthaltenen Bestimmungen durch Gegenzeichnung dieser Benachrichtigung und Rücksendung an uns.</p>

Yours faithfully/Mit freundlichen Grüßen

*[insert full name of the Assignor/Namen des Sicherungsgebers einfügen]*

\_\_\_\_\_  
Name/Name  
Title/Titel

<b>Acknowledgement of the debtor</b>  We acknowledge receipt of this notification letter and confirm our agreement with the terms thereof	<b>Bestätigung des Drittschuldners</b>  Wir bestätigen den Erhalt der Benachrichtigung und erklären unser Einverständnis mit den darin enthaltenen Bestimmungen
---	---

*[insert full name of the debtor/den vollständigen Namen des Drittschuldners einfügen]*

\_\_\_\_\_  
 Name/Name  
 Title/Titel  
 Date /Datum

**SCHEDULE 6**  
**LISTS OF RECEIVABLES (TABLE)**


	Assignor (by No )	Receivables						
		Collection Arrangement	Current Account	Customer	Hedging	Insurance	Intercompany Loan	Clause 5.5, receivables assigned to a third party in connection with e.g. any asset-backed securities arrangement
1	Assignor 2, 3, 4, 5 and 6 (the Parent Obligor)						X	
2	Assignor 47, 48, 49 and 50						X	
3	Assignor 1 (the Company)	X	X	X	X	X	X	X
4	All other Assignors	X	X	X	X	X	X	X


## SIGNATURE PAGE

This Global Assignment Agreement has been entered into on the date stated at the beginning by:

### The Assignors

#### ALBA GROUP PLC & Co. KG

  
Name *Dr. Barbara Enthoff*  
Title **Authorised Signatory**


  
Name: *Sanja Brä*  
Title **Authorised Signatory**

#### ALBA PLC & CO. KGaA

  
Name: *Kurt Prewiner*  
Title **Authorised Signatory**


  
Name *Britta Baier*  
Title: **Authorised Signatory**


#### ALBA FINANCE PLC & CO. KGaA

  
Name *Wolfgang Knoch*  
Title **Authorised Signatory**


  
Name: *Bettina Rahn*  
Title **Authorised Signatory**


**ALBA GROUP EUROPE PLC**

  
Name Ulrich Grohe  
Title Authorised Signatory


  
Name Bethna Rahn  
Title Authorised Signatory


**ALPSEE LTD.**

  
Name Ulrich Grohe  
Title Authorised Signatory


  
Name Bethna Rahn  
Title Authorised Signatory


**EIBSEE LTD.**

  
Name Ulrich Grohe  
Title Authorised Signatory

  
Name Bethna Rahn  
Title Authorised Signatory

**ALBA 2 ENERGY GMBH**

  
Name Kurt Preussner  
Title Authorised Signatory

  
Name Berta Baier  
Title Authorised Signatory



**ALBA BAUSTOFFRECYCLING NORD GMBH**



Name *Kurt Prenzner*

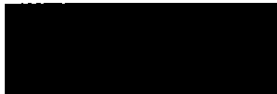
Title **Authorised Signatory**



Name *Britta Baier*

Title **Authorised Signatory**

**ALBA BERLIN GMBH**



Name *Kurt Prenzner*

Title **Authorised Signatory**



Name *Britta Baier*

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**ALBA BRAUNSCHWEIG GMBH**



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**ALBA HEILBRONN-FRANKEN GMBH & CO. KG**



Name *Kurt Preußner*

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Name *Britta Baier*

Title Authorised Signatory

**ALBA LAUSITZ GMBH**



Name *Kurt Preußner*

Title Authorised Signatory



Name *Britta Baier*

Title Authorised Signatory

**ALBA LEIPZIG GMBH**



Name *Kurt Preuninger*

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Name *Britta Baier*

Title **Authorised Signatory**

**ALBA NIEDERSACHSEN-ANHALT GMBH**



Name *Kurt Preuninger*

Title **Authorised Signatory**



Name *Britta Baier*

Title **Authorised Signatory**

**ALBA NORD GMBH**



Name *Kurt Preuninger*

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Name *Britta Baier*

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**ALBA NORDBADEN GMBH**



Name *Kurt Preuninger*


Title **Authorised Signatory**



Name *Britta Baier*

Title **Authorised Signatory**

**ALBA OBERSCHWABEN LIMITED & CO. KG**



Name *Kurt Preussner*

Title **Authorised Signatory**



Name *Britta Baier*

Title **Authorised Signatory**

**ALBA RECYCLING GMBH**



Name *Kurt Preussner*

Title **Authorised Signatory**



Name *Britta Baier*

Title **Authorised Signatory**

**ALBA R-PLUS GMBH**



Name *Kurt Preussner*

Title **Authorised Signatory**



Name *Britta Baier*

Title **Authorised Signatory**

**ALBA SACHSEN GMBH**



Name *Kurt Preussner*

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Name *Britta Baier*

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**ALBA SCHWARZWALD GMBH**



Name *Kurt Preußner*

Title **Authorised Signatory**



Name *Bitta Baier*

Title **Authorised Signatory**

**ALBA SE**



Name *Björn Stephan Arnold*

Title **Authorised Signatory**



Name *Beate Koller-Huntersdorf*

Title **Authorised Signatory**

**ALBA SERVICES GMBH & CO. KG**



Name *Mark Pretzold*

Title **Authorised Signatory**



Name *Markus Berner*

Title **Authorised Signatory**

**ALBA STUTTGART GMBH**



Name *Kurt Preußner*

Title **Authorised Signatory**




Name *Bitta Baier*


Title **Authorised Signatory**

**ALBA SUD GRUNDSTÜCKSV ERWALTUNGS- PLC & CO. KG**

  
Name *Maik Pretold*  
Title Authorised Signatory

  
Name *Martin Werner*  
Title Authorised Signatory


**ALBA SUD LIMITED & CO. KG**

  
Name *Maik Pretold*  
Title Authorised Signatory

  
Name *Martin Werner*  
Title Authorised Signatory


**ALBA WERTSTOFFMANAGEMENT GMBH**

  
Name *Kurt Pflücker*  
Title Authorised Signatory

  
Name *Britta Baier*  
Title Authorised Signatory

**ALBA WEST GMBH**

  
Name *Kurt Pflücker*  
Title Authorised Signatory

  
Name *Britta Baier*  
Title Authorised Signatory

**INTERSEROH BW ROHSTOFF UND RECYCLING GMBH**



Name *Kurt Preussner*

Title Authorised Signatory



Name *Britta Baier*

Title Authorised Signatory

**INTERSEROH DIENSTLEISTUNGS GMBH**



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Title Authorised Signatory



Name *Britta Baier*

Title Authorised Signatory

**INTERSEROH EVERT HEEREN GMBH**



Name *Kurt Preussner*

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Name *Britta Baier*

Title Authorised Signatory

**INTERSEROH FRANKEN ROHSTOFF GMBH**



Name: *Kurt Preussner*

Title Authorised Signatory



Name *Britta Baier*

Title Authorised Signatory

**INTERSEROH HANSA ROHSTOFFE GMBH**



Name *Kurt Preunner*

Title **Authorised Signatory**



Name *Britha Baier*

Title **Authorised Signatory**

**INTERSEROH JADE-STAHLE GMBH**



Name *Kurt Preunner*

Title **Authorised Signatory**



Name *Britha Baier*

Title **Authorised Signatory**

**INTERSEROH METALLAUFBEREITUNG OST GMBH**



Name *Kurt Preunner*

Title **Authorised Signatory**



Name *Britha Baier*

Title **Authorised Signatory**

**INTERSEROH NRW GMBH**



Name *Kurt Preunner*

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**INTERSEROH PFAND-SYSTEM GMBH**



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**INTERSEROH RHEIN-NECKAR ROHSTOFF GMBH**



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**INTERSEROH SCRAP AND METALS HOLDING GMBH**



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Title *Authorised Signatory*

**INTERSEROH SCRAP AND METALS TRADING GMBH**



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**INTERSEROH SEROG GMBH**



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**INTERSEROH STAINLESS STEEL GMBH**



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Name *Britta Baier*

Title **Authorised Signatory**

**RDB PLASTICS GMBH**



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**INTERSEROH HANSA FINANCE GMBH**



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**INTERSEROH MANAGEMENT GMBH**



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**INTERSEROH POOL-SYSTEM GMBH**



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Name *Brigitte Baier*

Title **Authorised Signatory**

**WAGNER ROHSTOFFE GMBH**



Name *Kurt Preussner*

Title **Authorised Signatory**



Name *Brigitte Baier*

Title **Authorised Signatory**

**UNICREDIT LUXEMBOURG S.A**

as Security Agent /

By  
Name  
Title



**Katja Krüger**

By  
Name  
Title



**Anna Bonert**

**SIGNATURE PAGES**

This **CONFIRMATION AND ASSIGNMENT AGREEMENT** has been entered into on the date stated at the beginning by

**The Security Grantors**

**ALBA GROUP EUROPE PLC**

By 

Name

Title **Martin Werner**  
Authorised Signatory

By 

Name

**Kurt Preussner**  
Title Authorised Signatory

**ALPSEE LTD.**

By 

Name

**Martin Werner**  
Title Authorised Signatory

By 

Name

**Kurt Preussner**  
Title Authorised Signatory

**EIBSEE LTD.**

By 

Name

**Martin Werner**  
Title Authorised Signatory

By 

Name

**Kurt Preussner**  
Title Authorised Signatory

**The Security Agent**

**UNICREDIT LUXEMBOURG S.A.**

By 

Name

**Holger Moller**

Title

By 

Name

**Stefan Krüger**

Title

**Associate Director**

ADELA HARDMEYER  
CLIFFORD CHANCE  
+ 496971993107

**Certified translation** of the text in the third row (*versichertes Risiko*/insured risks) of the table attached hereto<sup>1</sup>

<i>Feuer, Leitungswasser, Sturm, Hagel</i>	fire, tap water, storm, hailstorm damage (insurance)
<i>Feuer</i>	fire (insurance)
<i>Extended Coverage Feuer</i>	extended coverage fire (insurance)
<i>Feuer-Betriebsunterbrechung</i>	fire – business disruption (insurance)
<i>Extended Coverage Feuer-Betriebsunterbrechung</i>	extended coverage fire – business disruption (insurance)
<i>Betriebshaftpflicht</i>	business liability (insurance)
<i>Umwelthaftpflicht</i>	environmental damage liability (insurance)
<i>Umweltschaden</i>	environmental contamination (insurance)
<i>Bodenkasko</i>	(comprehensive) soil (insurance) – 'liability insurance covering soil pollution (for com- mercial real estate)'
<i>Maschinenversicherung 1 (Mannheimer, diverse Maschinen stationär und mobil)</i>	machinery insurance 1 (Mannheimer <sup>2</sup> , various machinery, mobile and fixed)
<i>Maschinenversicherung 2 (Mannheimer, Mietgeräte)</i>	machinery insurance 2 (Mannheimer, rented machinery)
<i>Maschinen</i>	machinery (insurance)
<i>Elektronik</i>	electronic equipment (insurance)
<i>Kfz</i>	motor vehicle (insurance)

<sup>1</sup> First row abridged name of insurers, second row policy number/*Vertragsnummer*

<sup>2</sup> Abridged name of insurer



*Gruppen-Unfall (1)*

group accident (insurance) (1)

*Transport*

transport (insurance)

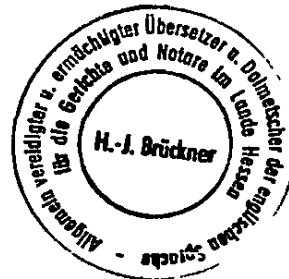
*Verkehrshaftung (1)*

forwarder's liability (insurance) (1)

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I certify that this is a correct translation of extracts from the enclosed table (table headings) in accordance with section 1105 of the Companies Act 2006

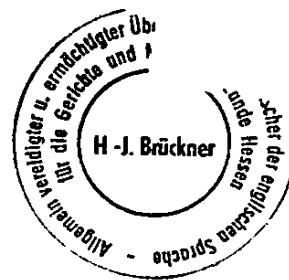
Signed

Name Hans-Joachim Brückner  
Clifford Chance Deutschland LLP  
Date 31 March 2015



BuK/

Vertragsummer		Merkmal		H1		H2		H3		H4		H5		H6		H7		H8		H9		H10		H11		H12		H13		H14		H15		H16		H17		H18		H19		H20		H21		H22		H23		H24		H25		H26		H27		H28		H29		H30		H31		H32		H33		H34		H35		H36		H37		H38		H39		H40		H41		H42		H43		H44		H45		H46		H47		H48		H49		H50		H51		H52		H53		H54		H55		H56		H57		H58		H59		H60		H61		H62		H63		H64		H65		H66		H67		H68		H69		H70		H71		H72		H73		H74		H75		H76		H77		H78		H79		H80		H81		H82		H83		H84		H85		H86		H87		H88		H89		H90		H91		H92		H93		H94		H95		H96		H97		H98		H99		H100		H101		H102		H103		H104		H105		H106		H107		H108		H109		H110		H111		H112		H113		H114		H115		H116		H117		H118		H119		H120		H121		H122		H123		H124		H125		H126		H127		H128		H129		H130		H131		H132		H133		H134		H135		H136		H137		H138		H139		H140		H141		H142		H143		H144		H145		H146		H147		H148		H149		H150		H151		H152		H153		H154		H155		H156		H157		H158		H159		H160		H161		H162		H163		H164		H165		H166		H167		H168		H169		H170		H171		H172		H173		H174		H175		H176		H177		H178		H179		H180		H181		H182		H183		H184		H185		H186		H187		H188		H189		H190		H191		H192		H193		H194		H195		H196		H197		H198		H199		H200		H201		H202		H203		H204		H205		H206		H207		H208		H209		H210		H211		H212		H213		H214		H215		H216		H217		H218		H219		H220		H221		H222		H223		H224		H225		H226		H227		H228		H229		H230		H231		H232		H233		H234		H235		H236		H237		H238		H239		H240		H241		H242		H243		H244		H245		H246		H247		H248		H249		H250		H251		H252		H253		H254		H255		H256		H257		H258		H259		H260		H261		H262		H263		H264		H265		H266		H267		H268		H269		H270		H271		H272		H273		H274		H275		H276		H277		H278		H279		H280		H281		H282		H283		H284		H285		H286		H287		H288		H289		H290		H291		H292		H293		H294		H295		H296		H297		H298		H299		H300		H301		H302		H303		H304		H305		H306		H307		H308		H309		H310		H311		H312		H313		H314		H315		H316		H317		H318		H319		H320		H321		H322		H323		H324		H325		H326		H327		H328		H329		H330		H331		H332		H333		H334		H335		H336		H337		H338		H339		H340		H341		H342		H343		H344		H345		H346		H347		H348		H349		H350		H351		H352		H353		H354		H355		H356		H357		H358		H359		H360		H361		H362		H363		H364		H365		H366		H367		H368		H369		H370		H371		H372		H373		H374		H375		H376		H377		H378		H379		H380		H381		H382		H383		H384		H385		H386		H387		H388		H389		H390		H391		H392		H393		H394		H395		H396		H397		H398		H399		H400		H401		H402		H403		H404		H405		H406		H407		H408		H409		H410		H411		H412		H413		H414		H415		H416		H417		H418		H419		H420		H421		H422		H423		H424		H425		H426		H427		H428		H429		H430		H431		H432		H433		H434		H435		H436		H437		H438		H439		H440		H441		H442		H443		H444		H445		H446		H447		H448		H449		H450		H451		H452		H453		H454		H455		H456		H457		H458		H459		H460		H461		H462		H463		H464		H465		H466		H467		H468		H469		H470		H471		H472		H473		H474		H475		H476		H477		H478		H479		H480		H481		H482		H483		H484		H485		H486		H487		H488		H489		H490		H491		H492		H493		H494		H495		H496		H497		H498		H499		H500		H501		H502		H503		H504		H505		H506		H507		H508		H509		H510		H511		H512		H513		H514		H515		H516		H517		H518		H519		H520		H521		H522		H523		H524		H525		H526		H527		H528		H529		H530		H531		H532		H533		H534		H535		H536		H537		H538		H539		H540		H541		H542		H543		H544		H545		H546		H547		H548		H549		H550		H551		H552		H553		H554		H555		H556		H557		H558		H559		H560		H561		H562		H563		H564		H565		H566		H567		H568		H569		H570		H571		H572		H573		H574		H575		H576		H577		H578		H579		H580		H581		H582		H583		H584		H585		H586		H587		H588		H589		H590		H591		H592		H593		H594		H595		H596		H597		H598		H599		H600		H601		H602		H603		H604		H605		H606		H607		H608		H609		H610		H611		H612		H613		H614		H615		H616		H617		H618		H619		H620		H621		H622		H623		H624		H625		H626		H627		H628		H629		H630		H631		H632		H633		H634		H635		H636		H637		H638		H639		H640		H641		H642		H643		H644		H645		H646		H647		H648		H649		H650		H651		H652		H653		H654		H655		H656		H657		H658		H659		H660		H661		H662		H663		H664		H665		H666		H667		H668		H669		H670		H671		H672		H673		H674		H675		H676		H677		H678		H679		H680		H681		H682		H683		H684		H685		H686		H687		H688		H689		H690		H691		H692		H693		H694		H695		H696		H697		H698		H699		H700		H701		H702		H703		H704		H705		H706		H707		H708		H709		H710		H711		H712		H713		H714		H715		H716		H717		H718		H719		H720		H721		H722		H723		H724		H725		H726		H727		H728		H729		H730		H731		H732		H733		H734		H735		H736		H737		H738		H739		H740		H741		H742		H743		H744		H745		H746		H747		H748		H749		H750		H751		H752		H753		H754		H755		H756		H757		H758		H759		H760		H761		H762		H763		H764		H765		H766		H767		H768		H769		H770		H771		H772		H773		H774		H775		H776		H777		H778		H779		H780		H781		H782		H783		H784		H785		H786		H787		H788		H789		H790		H791		H792		H793		H794		H795		H796		H797		H798		H799		H800		H801		H802		H803		H804		H805		H806		H807		H808		H809		H810		H811		H812		H813		H814		H815		H816		H817		H818		H819		H820		H821		H822		H823		H824		H825		H826		H827		H828		H829		H830		H831		H832		H833		H834		H835		H836		H837		H838		H839		H840		H841		H842		H843		H844		H845		H846		H847		H848		H849		H850		H851		H852		H853		H854		H855		H856		H857		H858		H859		H860		H861		H862		H863		H864		H865		H866		H867		H868		H869		H870		H871		H872		H873		H874		H875		H876		H877		H878		H879		H880		H881		H882		H883		H884		H885		H886		H887		H888		H889		H890		H891		H892		H893		H894		H895		H896		H897		H898		H899		H900		H901		H902		H903		H904		H905		H906		H907		H908		H909		H910		H911		H912		H913		H914		H915		H916		H917		H918		H919		H920		H921		H922		H923		H924		H925		H926		H927		H928		H929		H930		H931		H932		H933		H934		H935		H936		H937		H938		H939		H940		H941		H942		H943		H944		H945		H946		H947		H948		H949		H950		H951		H952		H953		H954		H955		H956		H957		H958		H959		H960		H961		H962		H963		H964		H965		H966		H967		H968		H969		H970		H971		H972		H973		H974		H975		H976		H977		H978		H979		H980		H981		H982		H983		H984		H985		H986		H987		H988		H989		H990		H991		H992		H993		H994		H995		H996		H997		H998		H999		H1000		H1001		H1002		H1003		H1004		H1005		H1006		H1007		H1008		H1009		H1010		H1011		H1012		H1013		H1014		H1015		H1016		H1017		H1018		H1019		H1020		H1021		H1022		H1023		H1024		H1025		H1026		H1027		H1028		H1029		H1030		H1031		H1032		H1033		H1034		H1035		H103	
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Certified translation of the text in the third row (*versichertes Risiken*/insured risks) of the table attached hereto<sup>1</sup>

<i>Sach-Versicherung (Feuer-Gefahren)</i>	property insurance (fire risks)
<i>Sach-Versicherung Extended Coverage</i>	property insurance extended coverage
<i>Ertragsausfall-Versicherung für Mehrkosten (Feuer-Gefahren)</i>	loss of revenue insurance for additional costs (fire risks)
<i>Betriebshaftpflichtversicherung (BHV) / Umwelthaftpflichtversicherung (UHV)</i>	business liability insurance / environmental damage liability insurance
<i>Exedenten-Haftpflicht</i>	commercial excess liability (insurance)
<i>Umweltschaden</i>	environmental contamination (insurance)
<i>Maschinen fahrbar</i>	mobile machinery (insurance)
<i>Maschinen stationär</i>	fixed machinery (insurance)
<i>Elektronik</i>	electronic equipment (insurance)
<i>Kfz</i>	motor vehicle (insurance)
<i>Gruppen-Unfall (1)</i>	group accident (insurance) (1)
<i>Transport (1)</i>	transport (insurance) (1)

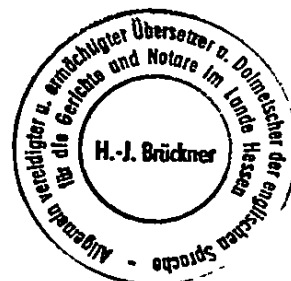
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<sup>1</sup> First row abridged name of insurers, second row policy number/*Vertragsnummer*

I certify that this is a correct translation of extracts from the enclosed table (table headings) in accordance with section 1105 of the Companies Act 2006

Signed

Name Hans-Joachim Brückner  
Clifford Chance Deutschland LLP  
Date 31 March 2015



## versicherte Risiken

[illegible]

4000 ALBA SE (zuvor Interseeroh SE)  
4001 INTERSEEROH Dienstleistungs GmbH  
4008 INTERSEEROH Plant -System GmbH  
4010 RDB plastics GmbH  
4011 INDO China Europe BVBA  
4013 INTERSEEROH Scrap & Metals Holding GmbH  
4014 INTERSEEROH NRW GmbH  
4015 INTERSEEROH Event Heeren GmbH  
4017 INTERSEEROH Franken Rohstoff GmbH  
4018 INTERSEEROH Hansa Rohstoffe GmbH  
4019 INTERSEEROH Rhein Neckar Rohstoff GmbH  
4020 INTERSEEROH Jado- Stahl GmbH  
4021 INTERSEEROH BW Rohstoff & Recycling GmbH  
4023 INTERSEEROH SEROEG GmbH  
4027 INTERSEEROH Metallaufbereitung Ost GmbH  
4028 INTERSEEROH Scrap & Metals Trading GmbH  
4032 Wagner Rohstoffe GmbH  
4034 INTERSEEROH Hansa Finance GmbH  
4055 INTERSEEROH Pool System GmbH  
4083 INTERSEEROH Management GmbH  
4114 INTERSEEROH Stainless Steel GmbH

[illegible]

