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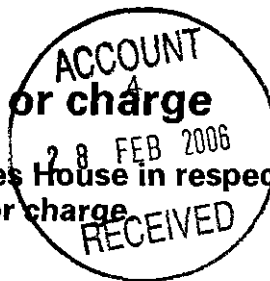
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legibly, preferably  
in black type or  
bold block  
lettering

\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

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



# 395

acc-0000071

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

3

00887600

Name of company

\* Tridonicatco UK Limited

Date of creation of the charge

21 February 2006

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

Supplemental Deed, dated 21 February 2006, to a Composite Guarantee and Debenture dated 2 February 2001 (the *Debenture*) (the *Supplemental Deed*) relating to a change of Borrower removing Atco Controls Pty Ltd. and adding Tridonic.Atco Manufacturing Pty Ltd.

Amount secured by the mortgage or charge

All money and liabilities covenanted to be paid or discharged and/or guaranteed to be paid or discharged by the Chargors under or pursuant to the Debenture (the *Secured Sums*).

(See continuation sheets for definitions).

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

Bank Austria Creditanstalt AG, Corporate and Project Finance Austria (8062), Schottenring 6, 1010 Wien., Austria (the *Security Trustee*) as agent for and on behalf of the Banks.

Postcode

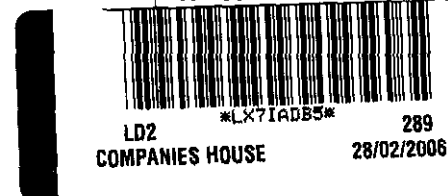
Presentor's name, address and  
reference (if any):

FRESHFIELDS BRUCKHAUS DERINGER  
65 FLEET STREET, LONDON  
ENGLAND  
UNITED KINGDOM EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE  
COM395 Tridonicatco UK Limited.of

For official use (06/2005)

Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charged to the Security Trustee with the payment or discharge of all Secured Sums:

**Fixed Charges**

- (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Company on 2 February 2001 and registered at H.M. Land Registry, (including but not limited to the interests of the Company in the Land described in Part I of the Third Schedule or in Part I of the First Schedule of any Deed of Accession to the Debenture);
- (b) by way of first legal mortgage, all other freehold and leasehold Land in England and Wales vested in the Company on 2 February 2001 and not registered at H.M. Land Registry, (including but not limited to the interests of the Company in the Land described in Part II of the Third Schedule or in Part II of the First Schedule of any Deed of Accession to the Debenture);
- (c) by way of first fixed charge, all Land being on 2 February 2001 or thereafter in the future becoming the property of the Company (except Land charged under the preceding provisions);
- (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land on 2 February 2001 or thereafter in the future belonging to the Company which have not already been charged under the preceding provisions and all licences on 2 February 2001 or thereafter in the future held by the Company to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Company is or may in the future become entitled;

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

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

Particulars as to commission allowance or discount (note 3)

Signed Franklin Andrew Dwyer

Date 28/02/06.

On behalf of Company Mortgagee/chargee†

**Notes**

† Delete as appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

00887600

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

Name of company

Tridonicatco UK Limited

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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**Please complete  
legibly, preferably  
in black type, or  
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lettering.**

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
in this margin

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black type, or bold  
block lettering

- (e) by way of first fixed charge, all plant and machinery of the Company on 2 February 2001 or thereafter in the future attached to any Land which, or an interest in which, is charged under the preceding provisions and all rights and interests of the Company under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
- (f) by way of first fixed charge, all rental and other income and all debts and claims on 2 February 2001 or thereafter in the future due or owing to the Company under or in connection with any lease, agreement or licence relating to Land;
- (g) by way of first fixed charge, all Securities belonging to the Company;
- (h) by way of first fixed charge, all contracts and policies of insurance and assurance on 2 February 2001 or thereafter in the future held by or otherwise benefiting the Company and all rights and interests of the Company in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
- (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company;
- (j) (subject to any necessary third party consents being obtained) by way of first fixed charge, all Intellectual Property Rights of the Company capable of being validly charged by way of fixed charge;
- (k) by way of first fixed charge, all book and other debts on 2 February 2001 or thereafter in the future owing to the Company and all rights and claims of the Company against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the preceding provisions);
- (l) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies on 2 February 2001 or thereafter in the future available to the Company as security for any Receivable or for the performance by any third party of any obligation on 2 February 2001 or thereafter in the future owed to the Company;
- (m) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Company, including the proceeds of all Receivables of the Company, which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges contained in the preceding provisions but shall be subject to the fixed charge contained in this paragraph;
- (n) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Company; and

**Floating Charge**

- (o) by way of floating charge:
  - (i) all Assets on 2 February 2001 or thereafter in the future owned by the Company except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture (Decrystallisation of Floating Charge); and
  - (ii) without exception all Assets insofar as they are for the time being situated in Scotland; but in each case so that the Company shall not create any Encumbrance over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 6.1 of the Debenture (Negative Pledge and other Restrictions) with respect to any Floating Charge Asset and the Company shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset save as permitted by (1) the exceptions to the restrictions on disposals covenant in clause 10.2.1(vi) of the Credit Agreement or (2) pursuant to any step in the Acquisition Memorandum by Arthur Anderson or any other step approved by the Banks or (3) save as permitted by clause 4.4 of the Debenture.

COM395CO(1) Tridonicatco UK Limited.olf

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Forms Nos 395 and 410 (Scot)

Company number

00887600

Please complete  
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Name of company

Tridonicatco UK Limited

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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### Assignment of rights

3.2 The Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 assigned and agreed to assign (insofar as they are capable of being assigned by way of security and subject to any necessary third party consents being obtained) to the Security Trustee as continuing security for the payment, discharge and performance of the Secured Sums all of its right, title and interest (if any) in and to:

- (a) all claims of the Company against all persons who are on 2 February 2001 or thereafter in the future the lessees, sub lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made to the Company by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures on 2 February 2001 or thereafter in the future attached to such Land;
- (c) the benefit of all rights and claims to which the Company is on 2 February 2001 or thereafter in the future entitled under any agreement for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
- (d) all rights and claims to which the Company is on 2 February 2001 or thereafter in the future against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement;
- (e) the benefit of all rights and claims to which the Company is on 2 February 2001 or thereafter in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement; provided that until the security hereby constituted becomes enforceable in accordance with the terms of this Debenture the Company is entitled to exercise all rights assigned under this clause subject to the terms agreed and the Security Trustee will reassign any such rights to the extent necessary to enable it to do so.

### Negative Pledge and other Restrictions

6.1 The Company shall not, without the prior written consent of the Security Trustee (and save as expressly permitted under the terms of the Credit Agreement):

- (a) create, or agree or attempt to create, or permit to subsist, any Encumbrance (including any security conferring power to convert a floating charge into a fixed charge in relation to any of its Assets) or any trust over any of its Assets or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of its Assets;
- (b) charge, factor, discount, assign, encumber or sell or otherwise dispose or compromise, compound, discharge, postpone, release, set off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery;
- (c) sell, assign, lease, license or sub license, or grant any interest in, its Land, Securities, Receivables or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access to them or the right to use a copy of any such Intellectual Property Rights; or
- (d) permit any person other than any Chargor, the Security Trustee or its nominee to be registered as holder of any Securities or any part thereof; or
- (e) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the market value of Securities or their value to the Security Trustee or Banks.

COM395CO(2) Tridonicatco UK Limited.olf

**CONTINUATION SHEET**  
**Tridonicatco UK Limited**  
**Company Number: 00887600**

In this form 395, the following terms shall have the following meanings:

**Acquisition Memorandum** means the Acquisition Memorandum prepared by Arthur Andersen on 25 January 2001;

**Assets** means all of the Company's present, future or contingent undertaking, property, assets, rights and revenues whatever and wherever in the world, present and future, and includes each or any of them;

**Banks** means Bank Austria Creditanstalt Aktiengesellschaft, Raiffeisenlandesbank Oberösterreich registrierte Genossenschaft mit beschränkter Haftung, Raiffeisenlandesbank Steiermark registrierte Genossenschaft mit beschränkter Haftung, Raiffeisenverband Salzburg registrierte Genossenschaft mit beschränkter Haftung, Österreichische Volksbanken-Aktiengesellschaft, Raiffeisen-Landesbank Tirol AG, Investkredit Bank AG, Bank für Arbeit und Wirtschaft Aktiengesellschaft, Oberbank AG, Bank für Tirol und Vorarlberg Aktiengesellschaft, J.P. Morgan AG, Erste Bank der oesterreichischen Sparkassen AG, Raiffeisen Zentralbank Österreich Aktiengesellschaft, Bank für Kärnten und Steiermark Aktiengesellschaft, Dornbirner Sparkasse, Landesbank Baden-Württemberg, Raiffeisenlandesbank Kärnten – Rechenzentrum und Revisionsverband registrierte Genossenschaft mit beschränkter Haftung, Raiffeisenlandesbank NÖ-Wien AG, Vorarlberger Landes- und Hypothekenbank AG, Raiffeisenlandesbank Vorarlberg, Allgemeine Sparkasse Oberösterreich Bankaktiengesellschaft, and Kärntner Sparkasse Aktiengesellschaft;

**Chargors** means Wengen-One Limited, Thorn Lighting Holdings Limited, Thorn Lighting Limited, Tridonicatco UK Limited and Rewath Limited and **Chargor** shall be construed accordingly;

**Collection Account** means such account as the Security Trustee may, in its absolute discretion, direct;

**Credit Agreement** means the credit agreement dated 29 January 2001 and made between Zumtobel AG (previously known as Zumtobel Aktiengesellschaft), Zumtobel Staff GmbH, TridonicAtco GmbH & Co KG (formerly known as TRIDONIC-Bauelemente Gesellschaft mbH) and Atco Controls Pty Ltd as Borrowers, the Banks referred to in Appendix 1.1 thereof, the Underwriters defined therein, Bank Austria Creditanstalt AG and J.P. Morgan Plc as Joint Arrangers, and Bank Austria Creditanstalt AG as Agent, each as therein defined, which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, (including, without limitation, changes to the facilities provided or increases in their maximum amount);

**Encumbrance** means any mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security, and any other security agreement or other arrangement having the effect of providing security (including, without

limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien);

**Financing Documents** means the Credit Agreement and Security;

**Intellectual Property Rights** means all patents (including but not limited to the Patents), utility models, trade marks (including but not limited to the Trade Marks), service marks (and all goodwill associated with them), rights in passing off, all brands and trade names, all copyrights (including copyright in computer software) and rights in the nature of copyright, semi-conductor topography rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future, registered or unregistered, owned or enjoyed by the Company, including the right to apply for all applications for the protection of the foregoing in any part of the world and the benefit of all agreements, licences and permissions now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any such rights, and includes each or any of them;

**Land** includes freehold and leasehold land and in each case all buildings and structures upon and all things affixed to such land;

**Receivables** means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any of its Assets referred to in clause 1;

**Securities** means:

(i) all stocks, shares, debentures and loan stocks issued by any company or person other than any Group Company and all other investments (whether or not marketable) now or in the future owned at law or in equity by the Company other than those issued by any Group Company, including all interests in investment funds and all Derivative Securities and all rights, benefits and sums now or in the future accruing to the Company as a result of any Securities being held in a Relevant System (including the Company's rights against the operator of, or any participant in, the Relevant System); and

(ii) all stocks, shares, debentures and loan stocks and all other investments (whether or not marketable) now or in the future owned at law or in equity by the Company in any other Group Company which are listed opposite the Company's name in the Fourth Schedule of the Debenture and all Derivative Securities relating thereto;

**Security Trustee** means Bank Austria Creditanstalt AG;

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00887600

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 21st FEBRUARY 2006 AND CREATED BY TRIDONICATCO UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO BANK AUSTRIA CREDITANSTALT AG (THE SECURITY TRUSTEE) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MARCH 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES