

## 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.

Pursuant to section 395 of the Companies Act 1985

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

6  
395

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

For official use

Company number

[1114]

02463465

Name of company

\* ADL Plc ("Company")

Date of creation of the charge

4 July 2006

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

Composite Guarantee and Debenture ("Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to the Bank under any Banking Document (as defined in the Facilities Agreement) to which the Company is a party (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

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

IXIS Corporate and Investment Bank S.A. ("Bank"), London Branch, Cannon Bridge, 25 Dowgate Hill,  
London

Postcode EC4R 2YA

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

DLA Piper Rudnick Gray Cary UK LLP  
Victoria Square House  
Victoria Square  
Birmingham  
B2 4DL

KB/90993/120000

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached Schedule 1 for short particulars of all property mortgaged or charged and Schedule 2 for definitions.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Date 7 July 2006

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] † DLA Piper Rudnick Gray Cary UK LLP

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

† delete as  
appropriate

Notes

- 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## SCHEDULE 1

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED AND CHARGED

#### 1. FIXED SECURITY

##### 1.1 Fixed charges

The Company charges and agrees to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by it, or in which the Company from time to time has an interest:

##### 1.1.1 by way of first legal mortgage:

- (a) the Property specified in part 1 of schedule 3 of the Deed; and
- (b) all other Property (if any) at the date of the Deed vested in, or charged to, the Company (not charged by clause 5.1.1(a) of the Deed);

##### 1.1.2 by way of first fixed charge:

- (a) all other Property and all interests in Property (not charged by clause 5.1.1 of the Deed); and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

##### 1.1.3 by way of first fixed charge all plant and machinery (not charged under clause 5.1.1 or 5.1.2 of the Deed) and the benefit of all contracts, licences and warranties relating to the same;

##### 1.1.4 by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1.3 of the Deed); and
- (b) the benefit of all contracts, licences and warranties relating to the same;

##### 1.1.5 by way of:

- (a) first fixed charge all the Charged Securities referred to in part 2 of schedule 3 of the Deed;
- (b) first fixed charge all other Charged Securities (not charged by clause 5.1.5 (a) of the Deed),

in each case, together with (i) all Related Rights from time to time accruing to those Charged Securities and (ii) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

1.1.6 by way of first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
- (b) the Blocked Deposit Accounts and all monies at any time standing to the credit of the Blocked Deposit Accounts; and
- (c) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 5.1.6 (a) of the Deed,

in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;

1.1.7 by way of first fixed charge all Intellectual Property;

1.1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 5.2 of the Deed by way of first fixed charge those Assigned Assets;

1.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and
- (b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

1.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Company.

## **1.2 Security assignments**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

1.2.1 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

1.2.2 all other Receivables (not otherwise assigned under clause 5.2.1 of the Deed).

To the extent that any Assigned Asset described in clause 5.2.1 of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

2. FLOATING CHARGE

The Company charges and agrees to charge by way of first floating charge all of its present and future:

- 2.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 5.1, clause 5.2 or any other provision of the Deed; and
- 2.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

3. RESTRICTIONS ON DEALING

Unless expressly permitted to do so under the Facilities Agreement, the Company will not do or agree to do any of the following without the prior written consent of the Bank:

- 3.1 create or permit to subsist any encumbrance on any of the Security Assets; or
- 3.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Asset.

Note 1: The Bank may appoint a Receiver pursuant to clause 16 of the Deed.

Note 2: the deed contains further assurance provisions in clause 21.

## SCHEDULE 2

### DEFINITIONS

**"Assigned Assets"** means the Security Assets expressed to be assigned by way of security pursuant to clause 5.2 of the Deed;

**"Blocked Deposit Account"** has the meaning set out in the Facilities Agreement;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

- (i) the shares specified in part 2 of schedule 3 of the Deed; and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of this Deed) now or in future owned (legally or beneficially) by the Company or in which the Company has an interest at any time;

**"Facilities Agreement"** means the facilities agreement dated 3 May 2006 and made between (1) the ADL Plc and (2) the Bank pursuant to which the Bank agreed to make certain facilities available to the ADL Plc;

**"Intellectual Property"** means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company;

**"Insurances"** means all policies of insurance (including, for the avoidance of doubt, all cover notes) which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest;

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Deed, or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time (including the registered land (if any) in England and Wales specified in part 1 of schedule 3 of the Deed), together with:

- (i) all buildings and fixtures (including trade fixtures) the fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

**"Related Rights"** means, in relation to any Charged Securities:

(i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;

(ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

(i) the benefit of all rights, guarantees, encumbrances and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(ii) all proceeds of any of the foregoing;

**"Security Account"** has the meaning given to that term in clause 11.5.1(b) of the Deed and includes the accounts set out in schedule 7 of the Deed;

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02463465

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 4th JULY 2006 AND CREATED BY ADL PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO IXIS CORPORATE AND INVESTMENT BANK S.A. ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JULY 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES