

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

138019/10

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

PAID

CHFP025

Please do not write in this margin

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

\* insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

①

5088289

Name of company

AA SPC CO LIMITED (previously known as BETA SPC CO LIMITED) (the "Company")  
COIS 4 '0 . 04

Date of creation of the charge

30 September 2004

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

SECURITY ASSIGNMENT dated 30 September 2004 between the Company, the Parent and the Security Agent (the "Security Assignment")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document, Mezzanine Finance Document and Junior Mezzanine Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith (the "Indebtedness");

Continued on Addendum 2/4

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

BARCLAYS BANK PLC, 7<sup>th</sup> Floor, 5 The North Colonnade, Canary Wharf, London, as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode E14 4BB

Presentor's name address and reference (if any):  
Ashurst  
Broadwalk House  
5 Appold Street  
London EC2A 2HA

AMD/B180.00017/3532779

Time critical reference

For official Use

Mortgage Section

Post room



A11  
COMPANIES HOUSE

0692  
15/10/04

Short particulars of all the property mortgaged or charged

1. SECURITY ASSIGNMENT

1.1 Security Assignment

The Company, as security for the payment of the Indebtedness, has assigned absolutely by way of security with full title guarantee to the Security Agent all its rights, title and interest as at 30 September 2004 and in the future in:

(a) the Assigned Agreement;

(b) all security and guarantees from time to time held by the Company in respect of the Assigned Agreement; and

(c) all of the proceeds of the Assigned Agreements including all moneys and other benefits payable to the Company under the Assigned Agreements,

(together, the "Charged Property") provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

Continued on Addendum 4/4

Please do not write in this margin

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

T+95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ashurst

Date

13/10/04

On behalf of [mortgagee/chargee]<sup>†</sup>

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

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 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 CF14 3UZ

Company number

5088289

Name of company

\* insert full name  
of company

\* AA SPC CO LIMITED (previously known as BETA SPC CO LIMITED) (the "Company")

Addendum 1/4

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

Name of company

\* insert full name  
of company

\* AA SPC CO LIMITED (previously known as BETA SPC CO LIMITED) (the "Company")

Addendum 2/4

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

NOTE.

In this form:

"Assigned Agreement" means the NewCo 2 Loan Agreement and any permanent securities issued thereunder;

"Charging Companies" means AA Junior Mezzanine Co Limited (previously known as Beta Junior Mezzanine Co Limited) (CRN: 5148845) and AA Acquisition Co Limited (previously known as Beta Acquisition Co Limited) (CRN: 5018987) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Debenture" means the debenture dated 30 September 2004 between the Parent, the Charging Company named therein and the Security Agent;

"Facility Agent" means Barclays Bank PLC;

"Finance Documents" means the Finance Documents as defined in the Senior Credit Agreement;

"Group" means the Parent and its Subsidiaries for the time being;

"Group Company" means a member of the Group;

"Intercreditor Deed" means the intercreditor deed in the agreed form dated 30 September 2004 as amended and restated on 7 October 2004 and entered into between, amongst others, each of the parties to the Finance Documents, Mezzanine Finance Documents and Junior Mezzanine Finance Documents;

"Junior Mezzanine Finance Documents" means the Junior Mezzanine Finance Documents as defined in the Junior Mezzanine Loan Agreement;

"Junior Mezzanine Finance Parties" means the Junior Mezzanine Finance Parties as defined in the Junior Mezzanine Loan Agreement;

"Junior Mezzanine Loan Agreement" means the junior mezzanine loan agreement dated 25 June 2004 as amended and restated on 29 September 2004 (as the same may be further amended, restated or novated from time to time) under which certain lenders have made available £75,000,000 of facilities to the Parent;

"Mezzanine Finance Documents" means the Mezzanine Finance Documents as defined in the Mezzanine Loan Agreement;

"Mezzanine Finance Parties" means the Mezzanine Finance Parties as defined in the Mezzanine Loan Agreement;

"Mezzanine Loan Agreement" means the mezzanine loan agreement dated 25 June 2004 as amended and restated on 29 September 2004 (as the same may be further amended, restated or novated from time to time) under which certain lenders have made available £325,000,000 of facilities to AA Acquisition Co Limited (previously known as Beta Acquisition Co Limited) (CRN: 5018987);

"Obligors" means Obligors as defined in each of the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Newco 1" means AA Top Co Limited (previously known as Beta Top Co Limited), a company incorporated in England and Wales with registered number 5149111;

Company number

5088289

Name of company

\* insert full name  
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\* AA SPC CO LIMITED (previously known as BETA SPC CO LIMITED) (the "Company")

"Newco 2" means AA SPC Co Limited (previously known as Beta SPC Co Limited), a company incorporated in England and Wales with registered number 5088289;

"Newco 2 Loan Agreement" means the permanent securities agreement in the agreed form entered or to be entered into between the Company and the Parent on 30 September 2004 pursuant to which the Company on-lends the proceeds of the Subordinated Preference Certificates and any equity share capital subscribed in it by Newco 1 to the Parent;

"Obligors" means Obligors as defined in each of the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Parent" means AA Junior Mezzanine Co Limited (previously known as Beta Junior Mezzanine Co Limited) (CRN: 5148845);

"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties and the Junior Mezzanine Finance Parties;

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Senior Credit Agreement" means the credit agreement dated 25 June 2004 as amended and restated on 29 September 2004 and again on 7 October 2004 (as the same may be further amended, novated or restated from time to time) under which certain lenders have made available £900,000,000 of facilities to the Parent and certain other Group Companies;

"Senior Finance Parties" means the Finance Parties as defined in the Senior Credit Agreement;

"Subordinated Preference Certificates" means the 16.5 per cent. subordinated preference certificates of Newco 2 in the agreed form with a maturity of 30 years; and

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Company number

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\* insert full name  
of company

\* AA SPC CO LIMITED (previously known as BETA SPC CO LIMITED) (the "Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Company number

5088289

Name of company

\* insert full name  
of company

\* AA SPC CO LIMITED (previously known as BETA SPC CO LIMITED) (the "Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

2. FURTHER ASSURANCE

The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:

(a) to perfect the security created (or intended to be created) by the Security Assignment;

(b) to facilitate the realisation or enforcement of such security; and/or

(c) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Security Assignment,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

3. NEGATIVE PLEDGE

The Company will not create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property, except as permitted by the Intercreditor Deed.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 05088289

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 30th SEPTEMBER 2004 AND CREATED BY AA SPC CO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th OCTOBER 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —