

# M

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## Particulars of a mortgage or charge

# 395

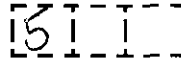
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01016094

Name of company

\* Autobar Flexible UK Limited (the "Company")

Date of creation of the charge

2 August 2004

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

A deed of accession dated 2 August 2004 between the Company and The Governor and Company of the Bank of Scotland as Security Agent for the Secured Parties (the "Security Agent") (the "Deed") to a debenture dated 2 July 2004 between Acorn (UK) 1 Limited and the Security Agent (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture").

Amount secured by the mortgage or charge

All obligations that the Company may at any time have to the Security Agent (whether for its own account or as Security Agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "Secured Obligations").  
  
See Schedule 2 for definitions.

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

The Governor and Company of the Bank of Scotland, 155 Bishopsgate, London EC2M 3YB as Security Agent and any subsequent successors and any permitted transferees.  
  
Postcode

Presenter's name address and reference (if any):  
CH LONDON COUNTER  
Clifford Chance Limited  
10 Upper Bank Street  
London  
E14 5JJ

YT/KZM/D0489/14980  
Time critical reference

For official Use  
Mortgage Section

Post room

LD2 COMPANIES HOUSE

WLRMKXJG\*

0400 10/08/04

CHFP025

Please do not write in this margin  
Please complete legibly, preferably in black type, or bold block lettering

\*insert full name of Company

Short particulars of all the property mortgaged or charged

See Schedule 1.

See 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)

None

Signed Clifford Chance LLP

Date 9 August 2004

On behalf of [~~company~~] [mortgagee/chargee]†

A fee of £10 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 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

*Schedule to Form 395 relating to a deed of accession dated 2 August 2004 between Autobar Flexible UK Limited (the "Company") and The Governor and the Company of the Bank of Scotland (the "Security Agent") to a debenture dated 2 July 2004 between Acorn (UK) 1 Limited and the Security Agent (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture")*

## **SCHEDULE 1**

### **Short particulars of all the property mortgaged or charged**

#### **ASSIGNMENTS, FIXED AND FLOATING CHARGES**

In the Deed the Company:

1. charged with full title guarantee, as security for the payment discharge and performance of all Secured Obligations in favour of the Security Agent as Security Agent for the Secured Parties, by way of first fixed charge (which so far as it relates to Real Property which is land in England and Wales vested in the Company at the date of the Deed shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to:
  - (a) the Real Property;
  - (b) the Tangible Moveable Property;
  - (c) the Accounts;
  - (d) the Intellectual Property;
  - (e) any goodwill and rights in relation to the uncalled capital of the Company;
  - (f) the Investments;
  - (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
  - (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.
2. assigned with full title guarantee to the Security Agent as Security Agent for the Secured Parties as security for the payment and discharge of the Security Obligations all the Company's right, title and interest from time to time in and to:
  - (a) the proceeds of any Insurance Policy and all Related Rights;
  - (b) all rights and claims in relation to any Assigned Account; and
  - (c) each of the Specific Contracts.
3. charged with full title guarantee in favour of the Security Agent as Security Agent for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking

of the Company, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under a Finance Document in favour of the Security Agent as security for the Secured Obligations.

**FURTHER ASSURANCE AND NEGATIVE PLEDGE**

The Debenture contains covenants for further assurance and a negative pledge.

## SCHEDULE 2

### Definitions

In this Form 395:

"**Acceding Company**" means a company which accedes to the Debenture by executing a Deed of Accession.

"**Accession Letter**" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Senior Facilities Agreement or, as the case may be, in the form set out in Schedule 6 (*Form of Accession Letter*) of the Mezzanine Facility Agreement.

"**Account**" means any credit balance greater than €1,000,000 for over 30 consecutive days from time to time on any account opened or maintained by the Company with the Security Agent or any other financial institution and all Related Rights.

"**Acquisition**" means the acquisition by Acorn (Netherlands) 3 B.V. of the Target Shares on the terms of the Acquisition Documents.

"**Acquisition Documents**" means the Contract, the Disclosure Letter and any other document designated as an "Acquisition Document" by the Senior Agent and the Parent or, as the case may be, by the Mezzanine Agent and the Parent.

"**Additional Borrower**" means a company which becomes a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facilities Agreement or, as the case may be, in accordance with Clause 30 (*Changes to the Obligors*) of the Mezzanine Facility Agreement.

"**Additional Guarantor**" means a company which becomes a Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facilities Agreement or, as the case may be, in accordance with Clause 30 (*Changes to the Obligors*) of the Mezzanine Facility Agreement.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent**" means each of the Senior Agent and the Mezzanine Agent.

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility.

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement.

"**Ancillary Lender**" means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available in accordance with the terms of the Senior Facilities Agreement.

"**Arranger**" means BNP Paribas, Deutsche Bank AG London and The Governor and Company of the Bank of Scotland (where acting individually or together).

"**Assigned Accounts**" means each of the Claims Accounts, Mandatory Prepayment Accounts and Holding Accounts listed in Schedule 2 (*Details of Assigned Accounts*) of the Debenture or in the Schedule to any Deed of Accession (and any renewal or redesignation of such account) and any other Mandatory Prepayment Account or Holding Account that may from time to time be identified in writing as an Assigned Account by the Security Agent.

"**Borrower**" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 9.9 (*Affiliates of Borrowers*) of the Senior Facilities Agreement or, in the case of the Mezzanine Facility Agreement, Acorn (Netherlands) 3 B.V.

"**CDC Investors**" means CCP VII Syndications Limited, Charterhouse General Partner (VII) Limited or any funds controlled, managed or administered by Charterhouse Development Capital Limited.

"**Charged Property**" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage.

"**Claims Account**" means any Assigned Account that may from time to time be specified in writing by the Security Agent as an Account into which the proceeds of the getting in or realisation of the Monetary Claims are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such Account in accordance with any procedures stipulated by the Security Agent.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*) of the Senior Facilities Agreement or, as the case may be, in the form set out in Schedule 8 (*Form of Compliance Certificate*) of the Mezzanine Facility Agreement.

"**Contract**" means the share purchase agreement relating to the sale and purchase of the whole of the issued share capital of Autobar Group Limited and Autobar Group B.V. dated 12 May 2004 between St. Martins Group Limited, Drumochter N.V. and Lees (Guernsey) Limited and the deed of guarantee dated 12 May 2004 relating thereto between The Kuwait Investment Office and Lees (Guernsey) Limited, in each case as amended, varied, novated or supplemented from time to time.

"**Deed of Accession**" means a deed substantially in the form of Schedule 7 (*Form of Deed of Accession*) of the Debenture executed, or to be executed, by an Acceding Company.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"**Disclosure Letter**" means the letter dated 10 May 2004 from St. Martins Group Limited and Drumochter N.V. to Lees (Guernsey) Limited disclosing:

- (a) information constituting exceptions to the Sellers' Warranties; and

(b) details of other matters referred to in the Contract.

"**Durham Property**" means the property situated at the Dragonville Estate in Durham and owned by Mono Containers Limited at the date of the Senior Facilities Agreement.

"**Facility**" means the mezzanine term loan facility made available under the Mezzanine Facility Agreement as described in Clause 2.1 (*The Facility*) of the Mezzanine Facility Agreement.

"**Facility A**" means the senior term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(i) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"**Facility B**" means the senior term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(ii) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"**Facility C**" means the senior term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(iii) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"**Facility D**" means the senior term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"**Facility E**" means the senior term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(v) of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"**Fee Letter**" means:

- (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent (or the Senior Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (*Fees*) of the Senior Facilities Agreement or, as the case may be, any letter or letters dated on or about the date of the Mezzanine Facility Agreement between the Arranger and the Parent (or the Mezzanine Agent and the Parent or the Security Agent and the Parent) setting out the fees referred to in clause 17 (*Fees*) of the Mezzanine Facility Agreement; and
- (b) any other agreement setting out fees referred to in Clause 17.4 (*Fees payable in respect of Letters of Credit*) or Clause 17.5 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement.

"**Finance Document**" means each of the Intercreditor Agreement, the Senior Finance Documents, the Mezzanine Finance Documents, the Security Documents, any agreement evidencing the terms of the Structural Intra-Group Loans, the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Parent.

"**Group**" means the Parent, the Target and each of their respective Subsidiaries for the time being.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facilities Agreement or, as the case may be, in accordance with Clause 30 (*Changes to the Obligors*) of the Mezzanine Facility Agreement.

"**Hedge Counterparties**" means BNP Paribas and The Governor and Company of the Bank of Scotland as hedge counterparties and any financial institution which becomes a Party in accordance with the terms of Clause 8 (*Hedge Counterparties: Rights and Obligations*) of the Intercreditor Agreement or Clause 19.5 (*Change of Hedge Counterparty*) of the Intercreditor Agreement (each a "**Hedge Counterparty**").

"**Hedging Agreement**" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Acorn (Netherlands) 3 B.V. and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations and/or any commodity price fluctuations in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Senior Agent under Clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement or, as the case may be, any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Acorn (Netherlands) 3 B.V. and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations and/or any commodity price fluctuations in relation to the Facility in accordance with the Hedging Letter delivered to the Mezzanine Agent under Clause 4.1 (*Initial conditions precedent*) of the Mezzanine Facility Agreement.

"**Hedging Letter**" means a letter between the Senior Agent and the Parent (and executed by the Parent) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of the Term Facilities under the Senior Facilities Agreement or, as the case may be, a letter between the Mezzanine Agent and the Parent (and executed by the Parent) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrower of the Facility under the Mezzanine Facility Agreement.

"**Holding Account**" means an account:

- (a) held in London by a member of the Group with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent acting reasonably, having regard to the form of the Transaction Security Documents,

as the same may be redesignated, substituted or replaced from time to time.



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

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

**"Intercreditor Agreement"** means the intercreditor agreement dated 2 July 2004 between, inter alia, The Governor and Company of the Bank of Scotland as senior and mezzanine agent and as Security Agent, certain financial institutions as senior and mezzanine lenders and Charden International B.V., Acorn (UK) 1 Limited and others as obligors.

**"Intra-Group Lenders"** means the Parent, Acorn (Netherlands) 3 B.V., Acorn (Netherlands) 2 B.V., Acorn (UK) 1 Limited, Acorn (France) Fr 1 SAS, Acorn (France) Fr A SAS, Autobar BV, Café Bar International BV, King Belgium NV/SA, Autobar Belgium NV, Autobar Packaging Germany GmbH, Autobar Packaging Spain SA, Autobar Spain SA, King Complementos SL or each member of the Group which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 19 (*Change of Party*) of the Intercreditor Agreement.

**"Intra-Group Liabilities"** means the Liabilities owed by any Obligors to any of the Intra-Group Lenders including under any Structural Intra-Group Loan (other than the Parent Liabilities).

**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any Security Agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Agent, nominee, fiduciary or clearance system).

**"Investors"** mean CCP VII Syndication Limited, Charterhouse General Partners (VII) Limited in its capacity as general partner of each of CCP VII LP No. 1.1, CCP VII LP No. 1.2, CCP VII LP No. 2.1, and CCP VII LP No. 2.2, Charterhouse General Partners (VII) Limited in its capacity as general partner of each of CCP VII Co-investment LP A, CCP VII Co-investment LP B, CCP VII Co-investment LP C, CCP VII Co-investment LP D and CCP VII Co-investment LP E and Charterhouse General Partners (VII) GmbH in its capacity as

general partner of CCP VII GmbH & Co KG and any other funds, administered, managed or advised by Charterhouse Capital Partners LLP.

**"Issuing Bank"** means each Senior Lender which is an Issuing Bank in accordance with the terms of the Senior Facilities Agreement.

**"Jersey Investors"** Acorn Jersey One Limited, Acorn Jersey Two Limited, Acorn Jersey Three Limited and Acorn Jersey Four Limited.

**"Lender Accession Undertaking"** means an undertaking in substantially the form set out in Schedule 2 (*Form of Lender Accession Undertaking*) of the Intercreditor Agreement.

**"Lenders"** means the Senior Lenders, Mezzanine Lenders, Hedge Counterparties, Intra-Group Lenders and the Parent.

**"Liabilities"** means all present and future liabilities and obligations at any time of any Obligor to any Lender or Investors, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

**"Loan Notes"** means the unsecured subordinated loan notes, bonds or other debt instruments issued by members of the Group to the CDC Investors and the Jersey Investors on or prior to 2 July 2004.

**"Market Value"** means the market value of a Real Property given in the Property Valuations Report or as agreed between the Parent and the Security Agent (each acting reasonably).

**"Mandatory Prepayment Account"** means an interest-bearing account:

- (a) held in London by a Borrower with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent (acting reasonably, having regard to the form of the Transaction Security Documents); and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement or the Mezzanine Facility Agreement,

as the same may be redesignated, substituted or replaced from time to time.

**"Mezzanine Agent"** means The Governor and Company of the Bank of Scotland as agent for the Mezzanine Lenders.

**"Mezzanine Facility Agreement"** means the mezzanine facility agreement dated 12 May 2004 made between Lees (Guernsey) Limited, BNP Paribas, Deutsche Bank AG London and The Governor and Company of the Bank of Scotland as the Arrangers, the Original Lenders and the Mezzanine Agent and the Security Agent, as amended, varied, novated or supplemented from time to time.

**"Mezzanine Finance Document"** means the Mezzanine Facility Agreement, any Accession Letter, the Upstream Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Senior Finance Document, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Mezzanine Finance Document" by the Mezzanine Agent and the Parent.

**"Mezzanine Lenders"** means BNP Paribas, Deutsche Bank AG London and The Governor and Company of the Bank of Scotland as mezzanine lenders.

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

**"Mortgage"** means a mortgage or charge in respect of all the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 6 (*Form of Legal Mortgage*) of the Debenture.

**"Obligor"** means each Original Obligor and any subsidiary of the Parent which becomes a Party as an Obligor in accordance with the terms of Clause 19 (*Change of Party*) of the Intercreditor Agreement.

**"Original Borrowers"** means in the case of the Senior Facilities Agreement Acorn (Netherlands) 3 B.V., Autobar B.V. and Autobar Packaging Germany GmbH.

**"Original Guarantor"** means the Parent, Acorn (Netherlands) 2 B.V., Acorn (Netherlands) 3 B.V., Acorn (UK) 1 Limited, Acorn (France) Fr A SAS, Acorn (France) Fr 1 SAS, Autobar BV, Café Bar International BV, King Belgium NV/SA, Autobar Belgium NV, Autobar Packaging Germany GmbH, Autobar Packaging Spain SA, Autobar Spain SA and King Espana Complementos SL.

**"Original Lenders"** means the Governor and Company of the Bank of Scotland, BNP Paribas and Deutsche Bank AG London.

**"Original Obligors"** means the Parent, Acorn (Netherlands) 3 B.V., Acorn (Netherlands) 2 B.V., Acorn (UK) 1 Limited, Acorn (France) Fr 1 SAS, Acorn (France) Fr A SAS, Autobar BV, Café Bar International BV, King Belgium NV/SA, Autobar Belgium NV, Autobar Packaging Germany GmbH, Autobar Packaging Spain SA, Autobar Spain SA and King Espana Complementos SL.

**"Parent"** means Charden International B.V.

**"Parent Liabilities"** means all Liabilities owed by Acorn (Netherlands) 3 B.V. to the Parent (including under any Structural Intra-Group Loan).

**"Party"** means a party to the Intercreditor Agreement.

**"Priority Creditors"** means the Senior Creditors and the Mezzanine Lenders.

**"Property Valuations Report"** means the property valuations report dated 30 January 2004 and prepared by DTZ relating to the Real Property and addressed to, and/or capable of being relied upon by the Agent, the Original Lenders and the other Secured Parties in primary syndication.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Real Property*) of the Debenture or in the Schedule to any Deed of Accession; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

in each case, with a Market Value greater than €1,000,000, and other than the Durham Property and includes all Related Rights.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Senior Facilities Agreement or, as the case may be, in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Mezzanine Facility Agreement.

**"Secured Parties"** means the Security Agent, any Receiver or Delegate, and each of the Agents and the Priority Creditors from time to time but, in the case of each Agent or Priority Creditor, only if it is a party to the Intercreditor Agreement or has delivered to the Security Agent a duly executed Lender Accession Undertaking accepted by the Security Agent and the relevant Agent.

**"Security"** 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.

**"Security Documents"** means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Obligor creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

**"Selection Notice"** means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 15 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Term Facility.

**"Sellers' Warranties"** means the warranties given by St Martins Group Limited and Drumochter N.V. pursuant to Clause 9 and Schedule 7 of the Contract.

**"Senior Agent"** means The Governor and Company of the Bank of Scotland as agent for the Senior Lenders.

**"Senior Creditors"** means the Senior Lenders and the Hedge Counterparties.

**"Senior Facilities"** means the senior facilities made available to Acorn (Netherlands) 3 B.V. and other borrowers under the Senior Facilities Agreement.

**"Senior Facilities Agreement"** means the senior facilities agreement dated 12 May 2004 made between Lees (Guernsey) Limited, BNP Paribas, Deutsche Bank AG London and The Governor and Company of the Bank of Scotland as the Arrangers, the Original Lenders and the Senior Agent and the Security Agent, as amended, varied, novated or supplemented from time to time.

**"Senior Finance Document"** means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, the Upstream Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Mezzanine Finance Document, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Senior Finance Document" by the Senior Agent and the Parent.

"**Senior Lenders**" means each Lender (as defined in and party to the Senior Facilities Agreement), Issuing Bank and Ancillary Lender.

"**Shares**" means all of the shares set out in Schedule 3 (*Details of Shares*) of the Debenture or in the Schedule to any Deed of Accession held by, to the order or on behalf of the Company at any time.

"**Specific Contracts**" means the contracts listed in Schedule 4 (*Details of Specific Contracts*) of the Debenture or in the Schedule to any Deed of Accession.

"**Structural Intra-Group Loan**" means loans made by one member of the Group to another member of the Group specified in the Structure Memorandum.

"**Structure Memorandum**" means the structure paper entitled "Project Acorn - Structure Paper" and dated 10 May 2004 describing the Group and (amongst other matters) the Acquisition prepared by PricewaterhouseCoopers and addressed to, and/or capable of being relied upon by, the Senior Agent, the Mezzanine Agent, the Original Lenders and the other Secured Parties in primary syndication as such may be amended with the agreement of the Arrangers (acting reasonably).

"**Subordinated Liabilities**" means the Liabilities owed by the Obligors to the Investors, including any Liabilities owed by the Parent under the Loan Notes.

"**Subsidiary**" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**Tangible Moveable Property**" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"**Target**" means each or both, as the context requires, of (a) Autobar Group Limited, a company incorporated under the law of England and Wales with registered number 00209116 and (b) Autobar Group B.V., a company incorporated under the law of The Netherlands with registered number BV234.689.

"**Target Shares**" means all the shares of the Target in respect of the share capital of the Target.

**"Term Facility"** means Facility A, Facility B, Facility C, Facility D or Facility E.

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 3(i) of Part I of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement and any document required to be delivered to the Senior Agent under paragraph 13 of Part II of Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement together with the documents required to be delivered under paragraph (f) of Clause 27.36 (*Conditions Subsequent*) of the Senior Facilities Agreement and any other document entered into by any Borrower or Guarantor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Borrowers or Guarantors under any of the Senior Finance Documents or, as the case may be, each of the documents listed as being a Transaction Security Document in paragraph 3(i) of Part I of Schedule 2 (*Conditions Precedent*) of the Mezzanine Facility Agreement and any document required to be delivered to the Mezzanine Agent under paragraph 13 of Part II of Schedule 2 (*Conditions Precedent*) of the Mezzanine Facility Agreement together with the documents required to be delivered under paragraph (f) of Clause 27.36 (*Conditions Subsequent*) of the Mezzanine Facility Agreement and any other document entered into by the Borrower or any Guarantor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Borrower or any of the Guarantors under any of the Mezzanine Finance Documents.

**"Upstream Intra-Group Loan Agreement"** means the loan agreement in the agreed form between Acorn (UK) 1 Limited and certain other members of the Group incorporated in England and Wales pursuant to which those members of the Group will make available a facility to Acorn (UK) 1 Limited and Acorn (Netherlands) 2 B.V. up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Senior Facilities.

**"Utilisation Request"** means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Senior Facilities Agreement or, as the case may be, in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Mezzanine Facility Agreement.

**FILE COPY**



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

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

COMPANY No. 01016094

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A DEBENTURE DATED 2 JULY 2004 DATED THE 2nd AUGUST 2004 AND CREATED BY AUTOBAR FLEXIBLE UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY AGENT OR ANY OF THE OTHER SECURED PARTIES 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 10th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th AUGUST 2004.

*LC angels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES