

# M

## COMPANIES FORM No. 400

### Particulars of a mortgage or charge subject to which property has been acquired

# 400

CHFP025

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



Please do not write in this margin

Pursuant to section 400 of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 4)

For official use

Company number

114

00513363

Name of company

\* insert full name of Company

\*DATASURE HOLDINGS LIMITED with its registered office at Cutlers Court, 115 Houndsditch, London EC3A 7BR (the "Company")

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

A charge over shares of Campion Limited ("Campion") dated 18 March 1999 governed by the laws of the Isle of Man and made between Rebus Holdings Limited ("Rebus") and Chase Manhattan International Limited in its capacity as security agent (the "Security Agent") (the "Charge").

Amount secured by the mortgage or charge See continuation sheet 1 attached

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

Chase Manhattan International Limited of 125 London Wall, London EC2Y 5AJ acting as Security Agent for the Finance Parties (as defined below) pursuant to the Facilities Agreement (as defined below).

Short particulars of the property mortgaged or charged

1 Rebus with full title guarantee and as a continuing security for the payment of all moneys, obligations and liabilities now or hereafter due, owing or incurred to the Finance Parties or any of them, under or pursuant to the Target Group Debenture hereby charges 1,000 ordinary shares of £1 each and 200 deferred shares of 1p each in Campion, a company incorporated under the laws of the Isle of Man with registered number 69651, registered in the name of Rebus and shall include any other shares in the capital of Campion which may or hereafter be registered in the name of, or beneficially owned by, Rebus and/or its nominee or trustee (the "Shares"), to the Security Agent.

2 The Charge contains a covenant by Rebus that it will not, without the prior written consent of the Security Agent:

Continue overleaf as necessary

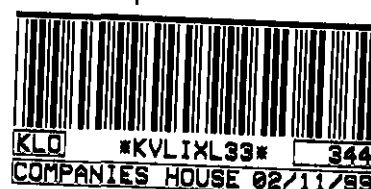
Presentor's name address and reference (if any):

Norton Rose  
Kempson House  
Camomile Street  
London  
EC3A 7AN  
144/Z951842/DATASURE.LFD

Time critical reference

For official Use  
Mortgage Section

Post room



Please do not  
write in  
this margin

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

(a) create or permit to subsist any Encumbrance on or over the Shares and all rights, moneys, benefits and other property which may at any time accrue to be offered or arise by way of conversion, redemption, bonus, preference, option, distribution, interest or otherwise in respect of any of the Shares or in exchange for any of the Shares (together the "Secured Property");

(b) permit any person other than Rebus or the Security Agent or its nominee to be registered as holder of the Shares and/or the Secured Property or of any part thereof

(c) sell, transfer, assign or otherwise dispose of the Secured Property or any part thereof interest therein or attempt or agree so to do;

(d) suffer or permit Campion to cancel, increase, create or issue (or agree to issue) or put under option (or agree to put under option) any share or loan capital or obligation now or hereafter convertible into share or loan capital of or in Campion Limited of any class or call any uncalled capital;

Please see continuation sheet 2 attached

Date of the acquisition of the property 15 October 1999

Signed K. Whelan Designation Director Date 2/11/99

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 3)

† Insert  
Director,  
Secretary,  
Administrator,  
or  
Administrative  
Receiver as  
appropriate

## Notes

- 1 A description of the instrument, eg, "Trust Deed", "Debenture", etc, as the case may be, should be given.
- 2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the charge. 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. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

- 3 Cheques and Postal Orders are to be made payable to **Companies House**.
- 4 The address of the Registrar of Companies is:-  
  
Companies House  
Crown Way  
Cardiff  
CF4 3UZ

## **Continuation Sheet 1**

### **Amount secured by the mortgage or charge**

All moneys, obligations and liabilities now or hereafter due, owing or incurred by Rebus to Chase Manhattan International Limited as agent (the "Agent") and as Security Agent, Chase Manhattan plc as arranger (the "Arranger"), each bank or other financial institution whose name is set out in Schedule 1 of a £70,000,000 secured credit facility agreement dated 12 February 1999 as restated and supplemented by a supplemental agreement dated 18 March 1999 (the "Facilities Agreement") or which assumes rights and obligations pursuant to a substitution certificate substantially on the terms of Schedule 5 to the Facilities Agreement (the "Banks"), Barclays Bank PLC and such other banks and financial institutions as agreed by Suber Interholdco 1 Limited ("Interholdco") and the Agent which shall at any relevant time make available ancillary facilities to Interholdco and certain of its subsidiaries pursuant to the terms of the Facilities Agreement as ancillary facilities banks (the "Ancillary Facilities Banks"), The Chase Manhattan Bank and such other banks and financial institutions which shall at any relevant time be party to any interest rate arrangements (the "Hedge Transactions") as hedge counterparties (the "Hedge Counterparties") as the finance parties (and in each case, with the exception of the Arranger, any respective successors in title, assignees and transferees) (together the "Finance Parties") or any of them, under or pursuant to a guarantee and debenture dated 18 March 1999 and entered into between, inter alia, Rebus Group PLC (now known as Rebus Group Limited), Rebus and the Security Agent as amended and supplemented from time to time (the "Target Group Debenture") when the same became due for payment or discharge (the "Secured Obligations").

## **Continuation Sheet 2**

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

(e) suffer or permit Campion to make any alteration to, grant any rights in relation to or otherwise reorganise or purchase or reduce the share capital or reserves of Campion in any way; or

(f) agree or vote in favour of any amendment to any shareholders agreement or Campion's constitutive documents which would be likely to adversely affect (in terms of value, enforceability or otherwise) the charge thereby created over the Secured Property.

3. The Charge contains a further assurance by Rebus that it shall, if and when required by the Security Agent, execute such further Encumbrances and assurances in favour of or for the benefit of the Finance Parties and do all such acts and things as the Security Agent shall from time to time require over or in relation to all or any of the Secured Property to secure the Secured Obligations or to perfect or protect the Security Agent's security over the Secured Property or any part thereof or to facilitate the realisation of the same. Such further Encumbrances or assurances shall be prepared by or on behalf of the Security Agent at the expense of Rebus and shall contain such clauses for the benefit of the Security Agent as the Security Agent may reasonably require.

4. The Charge also contains a clause requiring all dividends, disbursements, interest and other moneys paid on and received by Rebus in respect of the Shares shall be collected by Rebus as agent for the Security Agent and paid into its account with the Security Agent.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00513363

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES OF CAMPION LIMITED FOR ALL MONIES DUE SECURED ON THE PROPERTY ACQUIRED BY DATASURE HOLDINGS LIMITED ON THE 15th OCTOBER 1999 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd NOVEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th NOVEMBER 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC026B