

MG01

Particulars of a mortgage or charge

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IRIS Laserform

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



A21OW8RM

A11

07/02/2013

#173

COMPANIES HOUSE

1

Company details

Company number 0 1 5 9 3 1 8 2

Company name in full SITEX SECURITY PRODUCTS LIMITED (the "Company") ✓

19 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d3 d1 m0 m1 y2 y0 y1 y3 ✓

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture (the "Deed") ✓

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

1.1 Covenant to pay

Pursuant to clause 2.1 of the Deed, the Company has
covenanted with the Security Agent to pay or otherwise
discharge all Secured Obligations from time to time, at the
times at which, in the manner in which, and in the currencies
in which they are expressed to be due and payable or due for
discharge under the Finance Documents

CONTINUED ON THE CONTINUATION PAGE TO SECTION 4 OF
THIS MG01

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name BEECHBROOK MEZZANINE I GP LIMITED (as Security Agent) ✓

Address Union House, Union Street, St Helier, Jersey

Postcode J E 2 3 R F

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

Pursuant to clause 3 of the Deed, the Company with full title guarantee has charged to the Security Agent (for the benefit of and as trustee for itself and each of the other Finance Parties), as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

1.1 Mortgage

By way of first legal mortgage

- (a) the Real Property, and
- (b) any other freehold or leasehold property now vested in the Company

1.2 Assignment

By way of absolute assignment

- (a) Goodwill and uncalled capital

All its goodwill and uncalled capital

- (b) Insurances

The Insurances and all monies from time to time payable to it under or pursuant to the Insurances

CONTINUED ON THE CONTINUATION PAGE TO SECTION 6 OF THIS FORM MG01

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Burges Salmon LLP* ✓ X

This form must be signed by a person with an interest in the registration of the charge

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Mark Thompson**

Company name
Burges Salmon LLP

Address **One Glass Wharf**

Post town **Bristol**

County/Region

Postcode **B S 2 0 Z X**

Country

DX **7829 BRISTOL**

Telephone **0117 307 6287**

**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1.2 Certain liabilities</p> <p>Pursuant to clause 2.2 of the Deed, the Secured Obligations include, without limitation, all liabilities arising under the Deed and the Finance Documents, interest (both before and after judgement) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the Facility Agreement and all legal, administrative and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Finance Parties in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Assets or the enforcement of the security created or generally in respect of any Chargor or otherwise incurred in dealing with any matter in relation to the Deed</p> <p>1.3 Interest</p> <p>Pursuant to clause 2.3 of the Deed, the Company shall pay interest at the Default Rate on Unpaid Sums (whether before or after any judgement) in accordance with the terms of clause 10.5 of the Facility Agreement (<i>Default interest</i>)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(c) <u>Cash</u></p> <p>All bank accounts (including but not limited to the Bank Accounts), cash at bank and all credit balances now or at any time in the future on any account with the Finance Parties or with any other person whatsoever including the proceeds of book debts, revenues and claims assigned pursuant to clause 3 2(d) of the Deed (<i>Book Debts</i>) which proceeds shall, on payment into a bank account assigned pursuant to clause 3 2(c) of the Deed (<i>Cash</i>), cease to be subject to the assignment in clause 3 2(d) of the Deed (<i>Book Debts</i>) and shall be subject to the assignment in clause 3 2(c) of the Deed (<i>Cash</i>)</p> <p>(d) <u>Book debts</u></p> <p>All present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights</p> <p>(e) <u>Other debts</u></p> <p>All its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 2(d) of the Deed (<i>Book Debts</i>) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Finance Parties or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action</p> <p>(f) <u>Agreements</u></p> <p>The benefit of all guarantees, indemnities, rent deposits, agreements (including without limitation the Acquisition Agreement), contracts, undertakings and warranties</p> <p>1.3 Fixed Charge</p> <p>To the extent they are not subject of a mortgage pursuant to clause 3 1 of the Deed (<i>Mortgage</i>) or an assignment pursuant to clause 3 2 of the Deed (<i>Assignment</i>), by way of first fixed charge</p> <p>(a) <u>Properties</u></p> <p>All its present and future freehold and leasehold property and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto</p>

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

and the proceeds of sale thereof and shall include the Real Property

(b) Plant and machinery

All its

- (i) fixtures,
- (ii) fittings,
- (iii) plant,
- (iv) machinery,
- (v) vehicles,
- (vi) tools,
- (vii) computer equipment,
- (viii) office equipment, and
- (ix) other equipment

and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any Property and all its rights and interests in any plant and machinery which is hired, leased or rented by it from third parties including, without prejudice to the generality of the foregoing, its right to any refunds of rentals or other payments

(c) Investments

All present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever (and all warrants, options or other rights to subscribe, purchase, call for delivery of or otherwise acquire any such securities) whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by it as participant, beneficiary, nominee or trustee participant with any clearance or settlement system, including without limitation the rights specified in Schedule 3 of the Deed (*Securities*) and any further securities substituted or added by simple written instruction of the Company or owned by the Company in respect of Sitexorbis Biotech Limited, Insite Facility Services Limited, Orbis Holdings Limited and Sitexorbis Limited. Schedule 3 of the Deed (*Securities*) does not specify any rights in respect of the Company

(d) Book debts

All present and future book debts due or owing to it or in which it is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights

(e) Insurances

The Insurances and all monies from time to time payable to it under or pursuant to the Insurances

(f) Goodwill and uncalled capital

All its goodwill and uncalled capital

(g) Agreements

The benefit of all guarantees, indemnities, rent deposits, agreements (including without limitation the Acquisition Agreement), contracts, undertakings and warranties

(h) Cash

All bank accounts (including but not limited to the Bank Accounts), cash at bank and all credit balances now or at any time in the future on any account with the Finance Parties or with any other person whatsoever including the proceeds of book debts, revenues and claims charged pursuant to clause 3 3(d) of the Deed (*Book Debts*) which proceeds shall, on payment into a bank account charged pursuant to clause 3 1(h) of the Deed (*Cash*) cease to be subject to the charge in clause 3 3(d) of the Deed (*Book Debts*) and shall be subject to the charge in clause 3 3(h) of the Deed (*Cash*)

(i) Other debts

All its other debts, claims, rights and choses in action both present and future or in which it is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 3(d) of the Deed (*Book Debts*) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by it with the Finance Parties or any third party (and whether jointly or otherwise) from time to time, any amounts owing to it by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which it has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into it by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action

(j) Intellectual Property Rights

All its rights and interests in, to, under and in respect of all know-how, patents, designs, utility models, copyrights, trade marks, service marks, business names, domain names, topographical or similar rights, any data base or any confidential information, and any other associated or similar rights subsisting or arising in any part of the world, in each case whether registered or not, and including all applications for registration of any of them and rights to apply for them in any part of the world, including without limitation the rights specified in Schedule 4 of the Deed (*Intellectual Property Rights*) (Schedule 4 of the Deed does not specify any such

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

rights)

1.4 Floating charge

- (a) By way of floating charge, its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to clauses 3 1 of the Deed (*Mortgage*), 3 3 of the Deed (*Fixed Charge*) and 3 2 of the Deed (*Assignment*) or otherwise pursuant to the Deed. The floating charge contained in clause 3 4 of the Deed (*Floating Charge*) is a "qualifying floating charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph applies to the Deed.
- (b) Notwithstanding anything else contained in the Deed
 - (i) the floating charge created by the Deed may not be converted into a fixed charge solely by reason of
 - (A) the obtaining of a moratorium in respect of any Chargor pursuant to Section 1A to the Insolvency Act 1986, or
 - (B) anything done with a view to obtaining such a moratorium,
 - (ii) the Security Agent is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of a Chargor pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS:

For the purposes of sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

"Acquisition Agreement" means the sale and purchase agreement dated on or about the date of the Deed and made between Amistha Bidco Limited and the Vendor,

"Bank Accounts" means the bank accounts of each Chargor as set out in Schedule 2 of the Deed Schedule 2 does not set out any bank accounts,

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Company charged under the Deed or any part of them,

"Chargors" means the Company, Sitexorbis Holdings Limited, Sitexorbis Biotech Limited, Insite Facility Services Limited, Orbis Holdings I Limited and Sitexorbis Limited and **"Chargor"** shall mean each of them,

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security,

"Default Rate" means the rate specified in clause 10.5 of the Facility Agreement (*Default interest*),

"Facility Agreement" means the mezzanine facility agreement dated 11 December 2012 between, *inter alia*, Amistha Bidco Limited (as borrower), Amistha Holdings Limited and Amistha Midco Limited (as obligors), Beechbrook Capital LLP (as agent), the Security Agent and Beechbrook Mezzanine 2012 Jersey Limited (as lender) as amended, restated, supplemented or otherwise varied from time to time including by a deed of accession dated on or about the date of the Deed between the Chargors (as additional guarantors), Amistha Bidco Limited (as borrower) and the Security Agent,

"Finance Document" has the meaning given to that expression in the Facility Agreement,

"Finance Party" has the meaning given to that expression in the Facility Agreement,

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest and the benefit of all claims, rights to payment, returns of premium and all other rights in respect of any of them,

"Obligors" has the meaning given to that expression in the Facility Agreement,

"Permitted Security" has the meaning given to that expression in the Facility Agreement,

"Properties" means the Real Property and the assets of the Company described in clause 3.3(a) of the Deed (*Properties*) (as set out at 1.3(a) of this Section 6 of this Form MG01) (and **"Property"** shall be construed accordingly),

"Real Property" means the property of each Chargor as set out in Schedule 1 (*Real Property*) to the Deed Schedule 1 of the Deed does not specify any properties

"Secured Obligations" means all present and future obligations and liabilities of each Obligor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Finance Parties) or to any of the

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

other Finance Parties under or in connection with any of the Finance Documents, together with all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon incurred by the Security Agent or any other Finance Party which are, or are expressed to be, or may become due, owing or payable by any Obligor under or in connection with any Finance Document,

"Security" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person other than a Permitted Security,

"Security Agent" means Beechbrook Mezzanine I GP Limited as agent and trustee for itself and each of the other Finance Parties, and

"Vendor" has the meaning given to that expression in the Facility Agreement

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><u>ADDITIONAL PROVISIONS:</u></p> <p>1. Negative covenants</p> <p>Pursuant to clause 5.1 of the Deed, in addition to the undertakings contained in clause 22 (<i>General undertakings</i>) of the Facility Agreement, which are deemed to be repeated in the Deed, the Company has undertaken with the Security Agent as trustee for itself and for the benefit of each of the other Finance Parties that during the continuance of this security, the Company will not, other than as expressly permitted under the Facility Agreement and other than any Permitted Security or a Permitted Transaction</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security over any of the Charged Assets or any of its other assets, (b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence or otherwise dispose of any interest in any of the Charged Assets or any other asset, (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms, or (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts <p>2. Automatic conversion of floating charge</p> <p>Pursuant to clause 3.7 of the Deed, subject only to clause 3.4(b) of the Deed (<i>Floating Charge</i>) (as set out at 1.4 of this Section 6 of this Form MG01), the floating charge contained in the Deed shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets</p> <ul style="list-style-type: none"> (a) which shall become subject to Security other than a Permitted Security or to a disposition contrary to the provisions of clause 5.1(a) of the Deed (<i>Negative Covenants</i>) (as set out at paragraph 1 of these additional provisions of this Form MG01), or (b) if and when any person levies or notifies any Chargor that it intends to levy any distress, execution, sequestration or other process against any of the Charged Assets, <p>provided that such conversion into a fixed charge shall only apply to the Floating Charge Assets to which clauses 3.7(a) and 3.7(b) of the Deed (as set out at (a) and (b) above) apply</p> <p>3. Further Assurance</p> <p>3.1 Further assurance</p> <p>Pursuant to clause 6.1 of the Deed, the Company has covenanted that it shall if and when required by the Security Agent, at its own cost, promptly execute and deliver such further Security and assurances in favour of the Security Agent and do all such acts and things (including giving any notices and taking such steps) as the Security Agent shall from time to time require (with any documents being in such form as the Security Agent shall require) over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same</p> <p>3.2 Certain documentary requirements</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to clause 6 2 of the Deed, such further Security and assurances shall be prepared by or on behalf of the Security Agent at the expense of the Company and shall contain

- (a) an immediate power of sale without notice,
- (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925, and
- (c) such other clauses for the benefit of the Security Agent as the Security Agent may require

3.3 Specific security documents required

Further to clause 6 3 of the Deed, without prejudice to the generality of the provisions of clauses 6 1 of the Deed (*Further Assurance*) (as set out at 3 1 of these additional provisions of this Form MG01) and 6 2 of the Deed (*Certain documentary requirements*) (as set out at 3 2 of these additional provisions of this Form MG01), the Company is required to execute as and when so required by the Security Agent a legal mortgage or legal charge (as specified by the Security Agent) over any freehold, leasehold and heritable properties acquired by it after the date of the Deed (including all or any of the Properties as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon

4 POWER OF ATTORNEY

4 1 Power of attorney

Pursuant to clause 11 1 of the Deed, the Company, by way of security, has irrevocably appointed each of the Security Agent and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Security Agent or such Receiver may require for perfecting the title of the Security Agent to the Charged Assets or for vesting the same in the Security Agent, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6 of the Deed (*Further Assurance*) (as set out at paragraph 3 of these additional provisions of this Form MG01), and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent or a Receiver under the Deed or which may be deemed expedient by the Security Agent or a Receiver in connection with any disposition, realisation or getting in by the Security Agent or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed

4.2 Ratification

Pursuant to clause 11 2 of the Deed, the Company has ratified and confirmed and has agreed to ratify and confirm all acts and things which any attorney as is mentioned in clause 11 1 of the Deed (*Power of attorney*) (as set out at 4 1 of these additional provisions of this Form MG01) shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ADDITIONAL DEFINITIONS:

For the purpose of the Additional Provisions in section 6 of this Form MG01, the following definitions shall have the following meanings

"Floating Charge Assets" means the assets of each Chargor from time to time expressed to be charged by the Deed by way of a floating charge,

"Permitted Transaction" has the meaning given to that expression in the Facility Agreement, and

"Receiver" means any one or more receivers and/or managers or administrative receivers appointed by the Security Agent pursuant to the Deed in respect of the Company or over all or any of the Charged Assets



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1593182
CHARGE NO. 19**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 JANUARY
2013 AND CREATED BY SITEX SECURITY PRODUCTS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO BEECHBROOK MEZZANINE I GP LIMITED
(AS SECURITY AGENT) (WHETHER FOR ITS OWN ACCOUNT OR
AS AGENT OR TRUSTEE FOR THE FINANCE PARTIES) OR TO
ANY OF THE OTHER FINANCE PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 7 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2013

Dx



Companies House

