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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[ 15 ]

2053619

Name of company

*\*First Security (Guards) Limited (the "Chargor")*

Date of creation of the charge

*24 October 1997*

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

*A Composite Guarantee and Debenture (the "Guarantee and Debenture") dated 24 October 1997 and made between the Chargor, the other companies listed in the First Schedule thereto and HSBC Investment Bank plc as security trustee (the "Security Trustee", which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Trust Deed) for the Beneficiaries.*

Amount secured by the mortgage or charge

*Each and every liability which the Chargor may now or hereafter have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Facility Documents including any liability in respect of any further advances made thereunder and every sum (of principal, interest or otherwise) now or hereafter owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of such liabilities (the "Secured Obligations") Provided that:*

- (a) *there shall be excluded from the Secured Obligations any liability or sum which would, but for this proviso, cause such obligation or the security which would otherwise be constituted by the Guarantee and Debenture for such liability or sum to constitute unlawful financial assistance prohibited by Section 151 of the Companies Act 1985; and*

*See Continuation Sheet 1, Page 2*

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

*HSBC Investment Bank plc of Thames Exchange, 10 Queen Street Place, London EC4R 1BL as security trustee for the Beneficiaries on the terms and conditions set out in the Guarantee and Debenture.*

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

*Clifford Chance  
200 Aldersgate Street  
London EC1A 4JJ*

*Ref:SPXW/J0921/00727/MC  
H:\SPXW\SPXW13\$7.45*

Time critical reference

For official use  
Mortgage Section

Post room



**Assignments, Fixed and Floating Charges**

**1. The Chargor by the Guarantee and Debenture has**

(a) *charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date hereof shall be a charge by way of legal mortgage) each of the following, namely:*

(i) **Land**

*its Real Property;*

(ii) **Tangible Movable Property**

*all its Tangible Movable Property not assigned pursuant to Clause 6.1(b)(ii) of the Guarantee and Debenture;*

**See Continuation Sheet 1, Page 4**

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Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance

Date 7 November 1997

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

† 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.

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2053619

Name of Company

*First Security (Guards) Limited (the "Chargor")*

Limited\*

\* delete if  
inappropriate

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

- (b) every payment by the Chargor of any sum in respect of the liabilities covenanted to be discharged by the Chargor in the Guarantee and Debenture to or for the account of the Beneficiary to whom the same is due and payable which is made in accordance with the terms of the Finance Document under which such sum is payable to such Beneficiary shall operate in satisfaction pro tanto of such covenant.

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In this Form 395:

*"Accession Undertaking" means an undertaking in the form set out in the First Schedule to the Trust Deed;*

*"Agent" means the financial institution named on the signing pages of the Trust Deed as Agent and includes any person for the time being appointed as agent for the purpose of, and in accordance with, the Facility Agreement provided that such person shall have executed and delivered to the Security Trustee a duly completed Accession Undertaking which has been countersigned by the outgoing Agent and the Security Trustee;*

*"Beneficiaries" means the Security Trustee, the Agent, the Issuer, the Initial Banks, the Overdraft Bank and each other person from time to time party to the Facility Agreement pursuant to an assignment or transfer provided that such other person shall have executed and delivered to the Security Trustee a duly completed Accession Undertaking which has been countersigned by the Agent and the Security Trustee;*

*"Borrower" means Orbis PLC and any company which is a borrower under the terms of the Overdraft Agreement;*

*"Charged Investments" means all Investments from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to the Guarantee and Debenture;*

*"Charged Property" means, in relation to any Company and subject to any contrary indication, the undertaking and assets of such Company from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to the Guarantee and Debenture;*

*"Claims" means in relation to any Company, its book and other debts and monetary claims referred to in Clause 6.1(b) of the Guarantee and Debenture (other than those referred to in Clause 6.1(b)(v)) or deriving from the Intellectual Property, the Insurance Policies or the Charged Investments;*

*"Companies" means Orbis PLC, Estdale Integrated Systems Limited, Orbis Security Systems Limited, Orbis Security Manpower Services Limited, Orbis Monitoring Services Limited, First Security (Guards) Limited, Galequest (Electronics) Limited, Authoragent Company Limited, Orbis Property Protection Limited, A.V.S. Systems Limited, Multisecure Midlands Limited, Multisecure Void Property Protection Limited, Multi Holdings Limited and Multisecure Limited, and "Company" shall be construed accordingly;*

*"Deed of Accession" means a deed of accession in the form set out in the Second Schedule to the Trust Deed;*

*"Encumbrance" means any mortgage, charge, pledge, lien (other than a lien arising by operation of law) or other encumbrance securing any obligation of any person or any other type of preferential arrangement having a similar effect;*

*"Enforcement Event" means any of the following events:*

- (a) an Event of Default;
- (b) a request by the Chargor for the appointment of a receiver or an administrative receiver under any Encumbrance over any of its assets;
- (c) the occurrence of any event or the receipt by the Security Trustee of any information or the coming to the attention of the Security Trustee of any other matter or thing whatsoever

See Continuation Sheet 2, Page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Please complete  
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bold block lettering(iii) *Accounts with the Security Trustee*

*all rights and claims to which the Chargor is now or may hereafter become entitled in relation to all moneys now or at any time hereafter standing to the credit of any bank accounts (including any Special Accounts) opened or maintained with the Security Trustee together with all rights relating or attaching thereto (including the right to interest);*

(iv) *Intellectual Property*

*its Intellectual Property;*

(v) *Goodwill*

*all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Guarantee and Debenture) now or at any time hereafter belonging to the Chargor;*

(vi) *Investments*

*all Investments to which the Chargor is now or may hereafter become entitled including the Investments to which it is entitled listed in the Fourth Schedule to the Guarantee and Debenture;*

- (b) *charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first floating charge, the whole of its undertaking and assets, present and future, other than any assets for the time being effectively charged to the Security Trustee by way of fixed charge or effectively assigned (whether at law or in equity) to the Security Trustee or otherwise subject to an effective fixed security in favour of the Security Trustee;*

- (c) *undertaken that at no time during the subsistence of the Security will it, otherwise than:*

- (i) *in favour of the Security Trustee as trustee for the Beneficiaries; or*
- (ii) *with the Security Trustee's prior written consent,*

*create, grant, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) on or over all or any part of its Charged Property;*

- (d) *undertaken, but subject to Clause 10.4 of the Guarantee and Debenture, that at no time during the subsistence of the Security will it, except with the prior written consent of the Security Trustee and except to the extent permitted by Clause 10.3 of the Guarantee and Debenture or the Facility Agreement:*

- (i) *execute or agree to execute any conveyance, transfer, lease or assignment of all or any part of its Real Property; or*
- (ii) *dispose or agree to dispose of, or create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, all or any part of the Real Property or grant or agree to grant any licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which any of the Real Property may from time to time be subject and such Company will procure that no person shall become entitled to assert any proprietary interest or right over, or which may affect the value of, any of its Real Property; or*

See Continuation Sheet 2, Page 4

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2053619

Name of Company

*First Security (Guards) Limited (the "Chargor")*

Limited\*

\* delete if  
inappropriate

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

*which causes the Security Trustee to reasonably believe that all or any part of the Charged Property is in danger of seizure, distress, diligence or other legal process or that all or any part of the Security is otherwise for any reason whatsoever in jeopardy. Provided that where an Enforcement Event has occurred solely due to an event or receipt referred to in this paragraph (c) then any rights conferred on the Security Trustee under the Guarantee and Debenture upon the occurrence of an Enforcement Event shall only be exercisable in relation to the Charged Property in danger of seizure, distress, diligence, legal process or otherwise jeopardised;*

*"Event of Default" means any of the events of default specified in clause 29 of the Facility Agreement;*

*"Facility Agreement" means the facility agreement dated 24 October 1997 between, inter alia, Orbis PLC, the Agent, the financial institutions named therein and others as amended, extended or replaced from time to time;*

*"Facility Documents" means the Facility Agreement, the Overdraft Agreement, the Trust Deed, the Guarantee and Debenture, any other Security Documents and each Deed of Accession;*

*"Group" means Orbis PLC and its subsidiaries for the time being;*

*"Guarantors" means each of the Initial Guarantors and each other member of the Group which may from time to time be required to execute and shall have executed a Security Document in accordance with the Facility Agreement and "Guarantor" shall be construed accordingly;*

*"Initial Banks" means the financial institutions named on the signing pages of the Trust Deed as Initial Banks;*

*"Initial Guarantors" means Estdale Integrated Systems Limited, Orbis Security Systems Limited, Orbis Security Manpower Services Limited, Orbis Monitoring Services Limited, First Security (Guards) Limited, Galequest (Electronics) Limited, Authoragent Company Limited, Orbis Property Protection Limited, A.V.S. Systems Limited, Multisecure Midlands Limited, Multisecure Void Property Protection Limited, Multi Holdings Limited and Multisecure Limited;*

*"Insurance Policies" means the Life Policies and the Non-Life Policies;*

*"Intellectual Property" means, in respect of any Company all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, knowhow and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefit of all licences and other rights to use any of the same now or hereafter belonging to such Company;*

*"Investments" means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests falling within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date hereof but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply;*

*"Issuer" means HSBC Investment Bank plc in its capacity as fronting bank under the Facility Agreement;*

*"Life Policies" means, in relation to any Company, any policies of life assurance or assurance in which such Company may now or hereafter have an interest;*

*"Non-Life Policies" means, in relation to any Company, the policies of insurance details of which are set out in Part B of the Fourth Schedule of the Guarantee and Debenture and any other policies of insurance (other than the Life Policies) in which such Company may now or hereafter have an interest;*

*"Obligor" means, at any time, the Borrower and the Guarantors at such time;*

See Continuation Sheet 3, Page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- (iii) *exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of or relating to all or any part of its Real Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy, licence, credit sale agreement or hire purchase agreement thereof or relating thereto or agree to vary the provisions of any lease, tenancy or licence thereof or relating thereto; or*
- (iv) *allow any person any licence or other right to use, occupy or share possession of all or any part of its Real Property.*

*Subject to Clause 10.1 of the Guarantee and Debenture, the Chargor may sell, transfer or otherwise dispose of all or any part of its undertaking and assets for the time being subject to a floating charge in the ordinary and usual course of and for the purposes of its business.*

*None of the prohibitions in Clause 10 of the Guarantee and Debenture shall be construed as limiting any powers exercisable by any Receiver appointed by the Security Trustee under or pursuant to the Guarantee and Debenture.*

2. *The Chargor has assigned to the Security Trustee as trustee for the Beneficiaries all its right, title and interest in and to each of the following:*

(a) **Property Rights**

*all rights and claims to which the Chargor is now or may hereafter become entitled in relation to its Tangible Movable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and, to the extent that any of such Tangible Movable Property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto;*

(b) **Tangible Movable Property**

*its Tangible Movable Property (if any) listed in the Third Schedule to the Guarantee and Debenture;*

(c) **Insurance**

*its Life Policies and all rights and claims to which it is now or may hereafter become entitled in relation to the proceeds of any of its Non-Life Policies;*

(d) **Debts**

*all present and future book and other debts and monetary claims now or at any time hereafter due or owing to the Chargor which are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Security Trustee by or pursuant to the Guarantee and Debenture and all rights relating thereto including any security or remedies therefor;*

(e) **Accounts with another bank**

*all rights and claims to which the Chargor is now or may hereafter become entitled in relation to all moneys now or at any time hereafter standing to the credit of any bank accounts (including any Special Accounts) opened or maintained with a bank other than the Security Trustee and all rights relating or attaching thereto (including the right to interest);*

See Continuation Sheet 3, Page 4

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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Company Number

2053619

Name of Company

*First Security (Guards) Limited (the "Chargor")*

Limited\*

\* delete if  
inappropriate

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

*"Overdraft Agreement" means the facility letter dated 23 October 1997 from Midland Bank plc to the Borrower and the Initial Guarantors;*

*"Overdraft Bank" means Midland Bank plc;*

*"Permitted Encumbrance" means:*

- (i) finance leases in a total aggregate amount not to exceed £2,000,000;*
- (ii) security existing at the date hereof granted by any of the Obligors in favour of Midland Bank plc;*
- (iii) netting arrangements existing in the ordinary course of banking business;*
- (iv) title retention arrangements arising in the ordinary course of trading with suppliers of goods to any members of the Group;*
- (v) any encumbrance constituted by the Security Documents;*
- (vi) rights of set-off arising in the ordinary course of business;*
- (vii) any encumbrance created or existing with the prior written consent of the holder of 66⅔ per cent. of the commitments under the Facility Agreement;*
- (viii) any encumbrance existing at the time of acquisition on or over an asset acquired by any member of the Group or any encumbrance existing on or over the assets of a subsidiary of Orbis PLC which becomes such a subsidiary after the date of this Agreement provided, in each case, that such encumbrance is not created in contemplation of or in connection with that acquisition or the company becoming such a subsidiary and that the maximum principal amounts secured by such encumbrance have not been increased and Provided that such encumbrance is discharged within six months of such acquisition or any subsidiary becoming a subsidiary of the Borrower;*

*"Real Property" means, in respect of any Company, all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to such Company (including the registered and unregistered land, if any, in England and Wales of which such Company is registered proprietor or owner specified or referred to in the Second Schedule of the Guarantee and Debenture) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property;*

*"Receiver" means any receiver or receiver and manager or administrative receiver which may be appointed by the Security Trustee under clause 16.2 of the Guarantee and Debenture and "Receivers" shall be construed accordingly.*

*"Security" means the security from time to time constituted by or pursuant to the Guarantee and Debenture;*

*"Security Documents" means each other Guarantee and Debenture and any other document or instrument (a) executed or to be executed by any Obligor to secure any obligations under any of the Facility Documents or (b) required to be executed by an Obligor under the terms of any other Security Document;*

*"Special Accounts" means such separate and denominated account or accounts with the Security Trustee or such other bank or banks as may from time to time be specified in writing by the Security Trustee as the account or accounts into which the proceeds of the getting in or the realisation of the Claims are to be paid;*

*"Tangible Movable Property" means, in respect of any Company, all plant and machinery not charged pursuant to Clause 6.1(a)(i) of the Guarantee and Debenture and all other chattels now or at any time hereafter belonging to such Company (excluding any of the same for the time being forming part of its stock in trade or work in progress).*

*See Continuation Sheet 4, Page 2*

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(f) **Uncalled Capital**

*all rights and claims to which the Chargor is now or may hereafter become entitled in relation to its uncalled capital;*

(g) **Section 238, 239 and 244 orders**

*all rights to which the Chargor is now or may hereafter become entitled in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986.*

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3. *The Chargor has covenanted that it shall from time to time, at the request of the Security Trustee, do any act or execute in favour of the Security Trustee or as it may reasonably direct such further or other legal or other assignments, transfers, mortgages, charges or securities as in each case the Security Trustee shall stipulate, in such form as the Security Trustee may reasonably require, for the improvement or perfection of the security intended to be conferred on the Security Trustee by or pursuant to the Guarantee and Debenture including any act or any document which may be required or desirable under the laws of any jurisdiction in which any property and assets may be located in order to confer on the Security Trustee security over such property and assets equivalent or similar to the security intended to be conferred by or pursuant to the Guarantee and Debenture or to facilitate the realisation thereof or the exercise of any and all powers, authorities and discretions intended to be vested in the Security Trustee or any Receiver by or pursuant to the Guarantee and Debenture.*

4. *On or at any time after the occurrence of an Enforcement Event but only whilst such Enforcement Event is continuing or after having been requested to do so by the Chargor, the Security Trustee may, without notice to the Chargor, appoint one or more persons to be a receiver or receiver and manager or administrative receiver of the whole of any part of the Charged Property. The Security Trustee may:*

(a) *(so far as it is lawfully able) remove any Receiver; and*

(b) *appoint another person or persons as Receiver or Receivers either in the place of a Receiver who has been removed or who has ceased to act or to act jointly with any other Receiver.*

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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Company Number

2053619

Name of Company

*First Security (Guards) Limited (the "Chargor")*

Limited\*

\* delete if  
inappropriate

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

*"Trust Deed" means the security trust deed dated 24 October 1997 between the Security Trustee, the Chargor, Midland Bank plc as overdraft bank and others.*

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02053619

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 24th OCTOBER 1997 AND CREATED BY FIRST SECURITY (GUARDS) LIMITED FOR SECURING EACH AND EVERY LIABILITY DUE FROM THE COMPANY TO HSBC INVESTMENT BANK PLC (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE BENEFICIARIES) OR ANY OF THE OTHER BENEFICIARIES (AND WHETHER SOLELY OR JOINTLY WITH ONE OR MORE PERSONS AND WHETHER AS PRINCIPAL OR AS SURETY) UNDER OR PURSUANT TO THE FACILITY DOCUMENTS (AS DEFINED) INCLUDING ANY LIABILITY IN RESPECT OF ANY FURTHER ADVANCES MADE THEREUNDER AND EVERY SUM (OF PRINCIPAL, INTEREST OR OTHERWISE) NOW OR HEREAFTER OWING, DUE OR INCURRED BY THE COMPANY TO THE SECURITY TRUSTEE (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE BENEFICIARIES) OR ANY OF THE OTHER BENEFICIARIES IN RESPECT OF SUCH LIABILITIES WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th NOVEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th NOVEMBER 1997.

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS

for the Registrar of Companies



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