

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

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

Please do not
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Please complete
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* Insert full name
of company

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

For official use Company number

10

2053619

Name of company

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

Date of creation of the charge

14 October 2004

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

Guarantee and Debenture

Amount secured by the mortgage or charge

The Chargor covenants to pay or discharge to the Chargee on the Chargee's demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by the Chargor to the Chargee in any manner.

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

Barclays Bank plc (the "Chargee")
54 Lombard Street
London

Postcode EC3P 3AH

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

Zoe Smallman
Osborne Clarke, 26 Hillgate
House
Old Bailey EC4M 7HW
DX

Time critical reference

For official use
Mortgage section

Post room



LD3
COMPANIES HOUSE

0458
27/10/04

Short particulars of all the property mortgaged or charged

The Chargor charged to the Chargee with full title guarantee with the payment or discharge of all Indebtedness:

by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry

by way of fixed charge

-all freehold and leasehold Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry

-all other Land which is now, or in the future becomes, the Chargor's property

-all plant and machinery now or in the future attached to any Land

-all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land

-all the Chargor's Securities

-all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor:

-which relate to Assets themselves subject to a fixed charge in favour of the Chargee;

or

-which are now or in the future deposited by the Chargor with the Chargee

(See Continuation Sheet No.1)

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Osborne Clarke

Date

27/10/04

On behalf of ~~XXXXXX~~ [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.
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 CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

2053619

Please complete
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in black type, or
bold block lettering

Name of company

First Security (Guards) Limited

~~limited~~*

*Delete if
inappropriate

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

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

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Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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Continued

together with all the Chargor's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them)

- all the Chargor's goodwill and uncalled share capital for the time being
- all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world
- all trade secrets, confidential information and know-how owned or enjoyed by the Chargor now or in the future in any part of the world
- all trade debts now or in the future owing to the Chargor
- all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989)
- the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in the Chargee's favour

by way of floating charge

- all the Chargor's Assets which are not effectively charged by the fixed charges detailed above; and
 - without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland
- but in each case so that the Chargor shall not without the Chargee's prior written consent:
- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);
 - take any other step referred to in clause 5.1 of the Guarantee and Debenture with respect to any of the Floating Charge Assets;
 - sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

Negative Pledge

The Chargor may not, except with the Chargee's prior written consent:

- create or attempt to create any fixed or floating security of any kind or any trust over any of the Chargor's Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Chargor's business) to arise or subsist over any of the Chargor's Assets
- sell, assign, lease, license or sub-license, or grant any interest in, the Chargor's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

Further Assurance

The Chargor must on the demand of the Chargee in writing execute and deliver to the Chargee at the Chargor's cost any document that the Chargee may require further to secure the payment of the Indebtedness, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to the Guarantee and Debenture, or to vest title to any of the Assets in the Chargee or the Chargee's nominee or any purchaser.

See Continuation Sheet 2

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

2053619

Please complete
legibly, preferably
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Name of company

First Security (Guards) Limited

~~Limited~~

*Delete if
inappropriate

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

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

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**Please complete
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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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Definitions

"Assets" means all the undertaking of the Chargor, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them.

"Floating Charge Assets" means those of the Chargor's Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Guarantee and Debenture, but only insofar as concerns that floating charge.

"Indebtedness" includes any obligation for the payment or repayment by the Chargor to the Chargee of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of the Chargors to a third party which subsequently becomes payable to the Chargee by assignment or otherwise and including principal, interest, commission, fees and other charges.

"Intellectual Property" means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of and any applications for, these rights.

"Intellectual Property Rights" means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h) of the Guarantee and Debenture.

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Securities" means in relation to the Chargor, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that one of the Chargor) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000:

-which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or

-the certificates for which are now or in the future deposited by the Chargor with the Chargee or which, if uncertificated, are held in an escrow or other account in the Chargee's favour or held in the Chargee's name or that of the Chargee's nominee to the Chargee's order; including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

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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 GUARANTEE & DEBENTURE DATED THE 14th OCTOBER 2004 AND CREATED BY FIRST SECURITY (GUARDS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2004.

p. a.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES