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\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

2421258

Name of company

\* SAFETELL INTERNATIONAL LIMITED (the "Company")

Date of creation of the charge

25 February 2000

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

debenture (the "Debenture")

Amount secured by the mortgage or charge

All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges and expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the Bank's rates and practice as well after as before any demand or decree obtained under the Debenture (the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland of PO Box 267, 38  
Threadneedle Street, London (the "Bank")

Postcode EC2P 2EH

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

Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
LONDON  
EC2A 2HA

LYE/1605964

Time critical reference

For official Use  
Mortgage Section

Post room



LD7  
COMPANIES HOUSE

0068  
03/03/00

See Section 1 attached hereto

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in black type, or  
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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ashurst Mavis Cuiop

Date

3rd

March 2000

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

**Attachment - Form 395**

**1. PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED**

**1.1 Fixed Charge:** The Company charges to the Bank as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-

- (a) by way of first legal mortgage all the freehold and leasehold property now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- (b) by way of first legal mortgage all the Subsidiary Shares (including those listed in the Schedule hereto) and Investments owned or held by it together with all Distribution Rights from time to time accruing thereto;
- (c) by way of first fixed charge:-
  - (i) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
  - (ii) all present or future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
  - (iii) all the Company's goodwill and uncalled capital for the time being;
  - (iv) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing and offered at any time in relation to them, all rights and interests in and all claims under all policies of insurance or assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
  - (v) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present or future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

- (vi) all present and future book and other debts, revenues and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money;
- (vii) all present and future plant and machinery not otherwise charged under the fixed charge created by the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and
- (viii) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

1.2 **Floating Charge:** As continuing security for the payment or discharge of the Secured Liabilities the Company charges to the Bank with full title guarantee by way of floating charge all the Assets not effectively otherwise charged under the Debenture including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1.1 above, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking *pari passu* with the floating charge created by the Debenture (otherwise than in favour of the Bank) and the Company will have no power without the consent of the Bank to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

1.3 **Conversion of Floating Charge:** The Bank may at any time, if:-

- (a) an Event of Default has occurred and is continuing unremedied and unwaived; or
- (b) it is of the view (reasonably formed) that (i) any Assets are in danger of being seized or (ii) any legal process or execution is being enforced against any Assets or (iii) that any Assets are otherwise in jeopardy,

by notice to the Company, immediately convert the floating charge created under the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge:-

- (c) in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition;
- (d) in respect of all the Assets charged under the floating charge created by the Debenture if and when the Company ceases to carry on business or to be a going concern;

- (e) in respect of all Assets on the making or an order for the compulsory winding up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order.

This paragraph 1.3 does not apply to any Assets situated in Scotland.

**1.4 Negative Pledge:** The Company will not without the previous written consent of the Bank:-

- (a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture; or
- (b) dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or
- (c) in any way dispose of the equity of redemption in respect of any such Asset or any interest in any such Asset

and the Company applies (and will apply) to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:-

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

**1.5 Further Assurance:**

- (a) The Company will, if required to do so by the Bank, deposit with the Bank during the continuance of the security created by the Debenture and the Bank will be entitled to hold all deeds and documents of title relating to the Company's freehold, leasehold and heritable property and stocks, shares and other securities and all policies of insurance and assurance.
- (b) The Company (at its own cost) will on demand in writing by the Bank execute and deliver in such form as the Bank may reasonably require:-
  - (i) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by the legal mortgage contained in the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture;
  - (ii) a standard security or other fixed security over the Company's heritable, freehold, leasehold or other property;

- (iii) a fixed charge or assignment in security of any Asset subject to the floating charge created under the Debenture; and
- (iv) a chattel mortgage over such chattels, plant and machinery as the Bank may specify;

and the Company will do and concur in all such other acts or things as the Bank may reasonably deem necessary to vest in the Bank title to all or any of the Assets.

- (c) Any fixed mortgage, charge or other security hereafter created by the Company in favour of the Bank shall have priority over the floating charge created by the Debenture except insofar as the Bank shall declare otherwise whether at or after the time of creation of such fixed security.
- (d) The Company will pay into its account with the Bank (or as the Bank may direct) all moneys which it received in respect of any policies of insurance or assurance, fees, royalties, income or book or other debts or any other of the rights and claims charged to Bank of Scotland under the fixed charge created by the Debenture and until such payment hold all moneys so received upon trust for the Bank and will not without the prior written consent of the Bank charge, factor, discount or assign any of those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

**1.6 Dealings with property requiring consent:** While the Debenture subsists:-

- (a) no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the freehold and leasehold property charged under the Debenture will be capable of being exercised by the Company without the previous written consent of the Bank;
- (b) the Company shall not be entitled to part with possession (otherwise than on the determination of any lease, tenancy or licence) of any property charged under the Debenture, or to share the occupation thereof with any other person or persons, or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property charged under the Debenture without such consent as aforesaid;
- (c) Section 93 of the Law of Property Act 1925 (consolidation of mortgages) does not apply to the Debenture.

**2. DEFINITIONS**

**"Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

**"Charging Company"** means the Company and each company which charges its assets in favour of the Bank by executing a security accession deed;

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share together with all shares or other property derived from the relevant Investment or Subsidiary Share together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**"Event of Default"** means an event set out in Schedule 6 of the Facility Letter;

**"Facility Letter"** means a term loan facility letter dated 25 February 2000 between the Company (1) and the Bank (2);

**"Investments"** means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part 1 of Schedule I to the Financial Services Act 1986 as at the date hereof (including without limitation and save where the context otherwise requires, the Subsidiary Shares)) owned by each Charging Company; and

**"Subsidiary Shares"** means all shares owned by the relevant Charging Company.

## **SCHEDULE**

### **Subsidiary Shares**

<b>Subsidiary</b>	<b>Number and Class of Shares</b>
Safetell Limited	100 ordinary shares of £1 each
Safetell Security Screens Limited	100,000 ordinary shares of £1 each



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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. 02421258

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 25th FEBRUARY 2000 AND CREATED BY SAFETELL INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE TERMS OF THE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2000.

A large, stylized handwritten signature in black ink, consisting of a large loop at the top and several sweeping strokes below.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E