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COMPANIES FORM No. 395

Particulars of a mortgage or charge

RECEIVED

07 MAY 2002

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

02686986

Name of company

* Guardian Data Management Limited (the "Chargor")

Date of creation of the charge

25 April 2002

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

A debenture (the "Debenture") dated 25 April 2002 made between the Chargor and the companies set out in Schedule 1 in favour of Barclays Bank PLC as security agent for the Senior Finance Parties (the "Security Agent") and each of their respective successors and assignees.

Amount secured by the mortgage or charge

See Schedules 2 and 3.

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London.

Postcode E14 4BB

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

(Via CH London Counter)
Clifford Chance Limited
Liability Partnership, 200
Aldersgate Street, London, EC1A
4JJ

London-2/1180012

Time critical reference

DMJP/B1227/24950/JRD

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0370
07/05/02

See Schedules 4 and 5.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

7 May 2002

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 CF4 3UZ

SCHEDULE 1**THE COMPANIES**

COMPANY NAME	COMPANY NUMBER
Guardian iT plc	03487754
Guardian dr Limited	02993186
Guardian dr (UK) Limited	03316994
Safetynet Group Limited	03698427
Safetynet Limited	01934269
Safetynet International Limited	02100355
Systems On Site Limited	01849019
Priority Systems Limited	01855842
Safetynet Trading Places Limited	02703958
Kingswell Computer Company Limited	03242189
Computer Stand-by Limited	01792949
Safeguard iT Limited	03592098
iXguardian Limited	03937781
Guardian dr (Overseas Holdings) Limited	03312020
Televault iT Limited	03932337

SCHEDULE 2

DEFINITIONS

In this form 395:

"Account" means any credit balance from time to time on any account opened or maintained by the Chargor with the Security Agent, the Account Bank or any other financial institution and all Related Rights.

"Account Bank" means Barclays Bank PLC or any other financial institution nominated by the Security Agent.

"Additional Lessor" means any Lessor which becomes a party to the Intercreditor Agreement after 25 April 2002.

"Affiliate" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

"Ancillary Bank" means each Bank which becomes an Ancillary Bank in accordance with Clause 3.6 (*Ancillary Facilities*) of the Facility Agreement.

"Ancillary Borrower" means any borrower or other person with a primary obligation to make payment of amounts due under an Ancillary Facility.

"Ancillary Facilities" means, the ancillary facilities referred to in Clause 2.1.2 of the Facility Agreement (each an **"Ancillary Facility"**).

"Ancillary Facility Letter" means any letter or other agreement between an Ancillary Bank, the relevant Ancillary Borrower and Guardian iT plc setting out the terms of an Ancillary Facility which Guardian iT plc and such Ancillary Bank from time to time notify to the Agent as being an Ancillary Facility Letter.

"Assigned Account" means any Account that may from time to time be identified in writing as an Assigned Account by the Security Agent.

"Banks" means Allied Irish Bank, p.l.c., Bayerische Hypo-und Vereinsbank AG, London Branch, The Royal Bank of Scotland plc, The Governor and Company of the Bank of Scotland and Barclays Bank PLC, including their respective successors, transferees and assignees.

"Borrower Accession Memorandum" means a memorandum substantially in the form set out in Schedule 7 (*Form of Borrower Accession Memorandum*) of the Facility Agreement.

"Charged Property" means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture.

"Claims Account" means any Assigned Account that may from time to time be specified in writing by the Security Agent as an Account into which the proceeds of the getting in or realisation of the Monetary Claims are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such Account in accordance with any procedures stipulated by the Security Agent.

"Delegate" means any delegate, attorney or co-trustee appointed by the Security Agent.

"Facility Agreement" means the facility agreement dated 1 July 1999 (as amended and restated on 15 November 2000 and as amended on 1 March 2002) made between, among others, Guardian iT plc, the Chargor, Barclays Capital as Arranger, Barclays Bank PLC as Agent (the **"Agent"**) and Security Agent, the Hedging Banks and the Banks (each as defined therein) as further amended, varied, novated or supplemented from time to time.

"Finance Documents" means the Facility Agreement, the Security Documents, the Hedging Agreements, any Ancillary Facility Letter, the fees letters referred to in Clause 20 (*Costs and Expenses*) of the Facility Agreement, any Borrower Accession Memorandum, any Guarantor Accession Memorandum, any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to or in connection with any of the foregoing by the Obligors (as defined in the Facility Agreement), or any of them, and any other agreement or document designated in writing as a **"Finance Document"** by Guardian iT plc and the Agent (in each case as amended, novated, varied, or supplemented from time to time).

"Group" means Guardian iT plc and its Subsidiaries.

"Guarantor Accession Memorandum" means a memorandum substantially in the form set out in Schedule 8 (*Form of Guarantor Accession Memorandum*) of the Facility Agreement.

"Hedging Agreements" means each of the agreements entered into or to be entered into for the purpose of hedging interest liabilities in accordance with Clause 16.17 (*Hedging*) of the Facility Agreement.

"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest but excluding any directors and officers liability policy of insurance.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intercreditor Agreement" means the intercreditor agreement dated 25 April 2002 between Guardian iT plc, certain members of the Group and various of their creditors.

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b)

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Leasing Contract" means any contract entered into from time to time between a Relevant Lessor and any member of the Group relating to the leasing of assets by Group members (including operating leases, finance leases, equipment leases and hire purchase agreements).

"Lessor" means each person, and each of such person's Affiliates which has entered into or which enters into any contracts to lease any assets to any members of the Group (including operating and finance leases) and each of its respective successors, transferees and assignees.

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor are a party and any other assets, property, rights or undertaking of the Chargor).

"Real Property" means:

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Rights" means, in relation to any asset,

- (c) the proceeds of sale of any part of that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (e) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and

(f) any moneys and proceeds paid or payable in respect of that asset.

"Relevant Lessor" means each of Sovereign Finance Plc, Sovereign Business Finance Limited, Sovereign Financial Products Limited, Sovereign Corporate Limited, Sovereign Commercial Limited, Sovereign Financial Services (Manchester) Limited, Sovereign Equipment Finance Limited, Sovereign Fleet Management Limited, Sovereign Leasing (Northern) Limited, Lombard North Central Plc, Royscot Trust Plc, DrKW Finance Limited, Barclays Mercantile Business Finance Limited, KBC Lease (UK) Limited, CitiCorp Vendor Finance (Europe) Limited and any Additional Lessor and each of their respective successors, transferees and assignees.

"Secured Parties" means the Security Agent, any Receiver or Delegate and each Senior Finance Party.

"Security Documents" means the documents, in the agreed form, listed in paragraphs 11 of Part A (*General*) and 3 of Part B (*Acquisition of Backupcentralen Infosec Holding AB*) of Schedule 3 (*Conditions Precedent*) of the Facility Agreement and a pledge agreement by Finatec S.A. over all of its shares in Sogeris S.A. (and any other re-execution of such documents in connection with the increase of the amount of the facility from £40,000,000 to £80,000,000), together with any other document entered into by any person creating or evidencing security for all or any part of the obligations of the Obligors (as defined in the Facility Agreement), or any of them, under any of the Finance Documents whether by way of personal covenant, charge, security interest, mortgage, pledge or otherwise.

"Senior Creditor" means each Bank and each Relevant Lessor.

"Senior Finance Party" means the Security Agent and any Senior Creditor.

"Senior Facility Document" means:

- (g) the Facility Agreement;
- (h) the Leasing Contracts; and
- (i) each Ancillary Facility Letter.

"Senior Finance Document" means:

- (j) a Senior Facility Document; and
- (k) any document defined as a Finance Document in any Senior Facility Document.

"Shares" means all of the shares in the capital of the companies set out in Schedule 5.

"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and control for this purpose means the legal power to direct or cause the direction of

the management and the policies of the person whether through the ownership of voting capital, by contract or otherwise.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of each Chargors' stock in trade or work in progress) and all Related Rights.

SCHEDULE 3

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All obligations at any time due, owing or incurred by the Chargor to any Senior Finance Party under any of the Senior Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) including, for the avoidance of doubt, any obligation relating to any increase in the amount of the facilities provided under any Senior Finance Document and the Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities. Provided that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

SCHEDULE 4**SHORT PARTICULARS OF THE PROPERTY CHARGED****1. FIXED CHARGES AND ASSIGNMENTS****1.1 Fixed Charges**

In the Debenture the Chargor charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties 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 of the Debenture shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to its uncalled capital;
- 1.1.6 the Investments;
- 1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 1.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

1.2 Assignments

In the debenture the Chargor assigned with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- 1.2.1 the proceeds of any Insurance Policy and all Related Rights; and
- 1.2.2 all rights and claims in relation to any Assigned Account.

2. FLOATING CHARGE

In the Debenture the Chargor charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties 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 validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Agent as security for the Secured Obligations.

3. **FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

4. **NEGATIVE PLEDGE**

The Debenture contains a negative pledge.

SCHEDULE 5

THE SHARES

2 ordinary shares of £1.00 each in Kingswell Computer Company Limited.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02686986

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE MADE BETWEEN THE CHARGOR AND THE COMPANIES SET OUT IN SCHEDULE 1 TO THE DEBENTURE IN FAVOUR OF BARCLAYS BANK PLC AS SECURITY AGENT FOR THE SENIOR FINANCE PARTIES (THE SECURITY AGENT) DATED THE 25th APRIL 2002 AND CREATED BY GUARDIAN DATA MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO ANY SENIOR FINANCE PARTY (ALL TERMS AS DEFINED) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MAY 2002.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —