

# M

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

\*insert full name  
of Company

## COMPANIES FORM No. 395

13/11/03/13

### Particulars of a mortgage or charge

# 395

A fee of £13 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

[3][1][1][1]

03365236

Name of company

\* Rampart Security Limited (the "Chargor")

Date of creation of the charge

3 November 2008

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

Deed of Accession to the Debenture made between (1) the Chargor and (2) the Security Trustee (as defined below) (the "Deed of Accession")

Amount secured by the mortgage or charge

1 The Chargor has covenanted that it will, on demand of the Security Trustee, pay and discharge any or all of the Secured Liabilities when due,

2 and to pay interest to the Security Trustee upon any sum demanded in accordance with Clause 2 1 (Secured Liabilities) of the Debenture, and set out at paragraph 1 above until payment (both before and after any judgment) at two per cent above the rate applicable to that sum immediately before demand (or if there was no such applicable rate, at two per cent above the Security Trustee's base rate)

NB - defined terms used in this form 395 are set out in Appendix 1 attached

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

The Royal Bank of Scotland plc 6th Floor, Corporate & Structured Finance, St Philips Place, Birmingham, West Midlands (the "Security Trustee")

Postcode B3 2RB

Presentor's name address and  
reference (if any)

Pinsent Masons

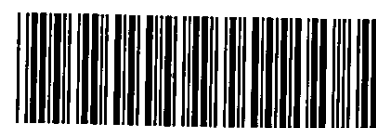
Citypoint  
One Ropemaker Street  
London  
EC2Y 9AH

REF EW01/71376 07748/22194435

Time critical reference

For official Use (02/00)  
Mortgage Section

THURSDAY



\*AH51A4S3\*

A52

13/11/2008

128

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the attached Appendix 2

Please do not  
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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Pinvent Mavens LLP*

Date

*12 November 2008*

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

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

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## APPENDIX 1

### Definitions

<b>"Account"</b>	means any account opened or maintained by the Chargor at any bank or financial institution
<b>"Assigned Account"</b>	means any Holding Account and any Mandatory Prepayment Account (each as more particularly defined in the Debenture) (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Security Trustee and the Chargor to be an Assigned Account
<b>"Charged Property"</b>	means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture
<b>"Companies"</b>	means the companies who were a party to the Debenture (namely VSG Group Limited, VSG Investments Limited, VSG Holdings Limited, Vision Security Group Limited, VSG Staff Hire Limited and VSG Payroll Services Limited) together with each company which becomes a party to the Debenture by executing a deed of accession
<b>"Debenture"</b>	means a debenture dated 3 September 2007 and made between (1) the Companies and (2) the Security Trustee
<b>"Enforcement Date"</b>	means the date on which the Security Trustee or any other Secured Finance Party first takes Enforcement Action (as defined in the Debenture)
<b>"Facilities Agreement"</b>	means the senior term and revolving facilities agreement dated on or about the date of the Debenture and made between the Parent, the other Obligors, the Company, the Agent, the Arranger, the Ancillary Lender and the Security Agent (all as defined in the Facilities Agreement)
<b>"Fixed Plant and Equipment"</b>	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture but is at the date of the Deed of Accession or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
<b>"Fixtures"</b>	means all things of any kind at the date of the Deed of Accession or at any time affixed to land for any purpose, including without limitation, trade and tenants

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	fixtures
<b>"Insurances"</b>	means, together with those insurance policies details of which are set out in Schedule 4 to the Debenture, any policy of insurance or assurance, including, without limitation, each Key-man Policy (as defined in the Debenture)
<b>"Intellectual Property"</b>	means any of the following - <ul style="list-style-type: none"><li>(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,</li><li>(b) any invention, copyright, design right or performance right,</li><li>(c) any trade secrets, know-how and confidential information, and</li><li>(d) the benefit of any agreement or licence for the use of any such right</li></ul>
<b>"Land"</b>	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
<b>"Loose Plant and Equipment"</b>	means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Deed of Accession or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment
<b>"Monetary Claims"</b>	means all book and other debts and monetary claims at the date of the Deed of Accession or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
<b>"Receiver"</b>	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property

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<b>"Related Rights"</b>	means in relation to any Charged Property
	(a) the proceeds of sale of any part of that Charged Property,
	(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,
	(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and
	(d) any moneys and proceeds paid or payable in respect of that Charged Property
<b>"Secured Finance Documents"</b>	means the Finance Documents and the Hedging Agreements (each as defined in the Facilities Agreement)
<b>"Secured Finance Parties"</b>	means the Secured Parties (as defined in the Facilities Agreement) (each a <b>"Secured Finance Party"</b> )
<b>"Secured Liability"</b>	means any liability expressed to be due, owing or payable by the Chargor under or in connection with any of the Secured Finance Documents (together the <b>"Secured Liabilities"</b> )
<b>"Securities"</b>	means all the right, title and interest of the Chargor at the date of the Deed of Accession, or in the future, in any -
	(a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
	(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
	(c) units or other interests in any unit trust or collective investment scheme,
	other than the Shares
<b>"Security Trustee"</b>	includes the Security Trustee's successors in title and any successor appointed in accordance with the Secured Finance Documents
<b>"Security"</b>	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a

similar effect

**"Shares"**

means all of the shares in the capital of each of the companies specified in Schedule 3 to the Debenture (and detailed in Schedule 1 below) held by, to the order of or on behalf of, the Chargor at any time

**"Specific Contracts"**

means the Acquisition Agreement and the Hedging Agreements (each as defined in the Facilities Agreement)

All references to documents include all variations and replacements of such documents and supplements to such documents

**APPENDIX 2**

**Short particulars of all the property mortgaged or charged**

**CHARGES**

- 1 1 The Chargor agreed to become a party to and be bound by the terms of the Debenture so that the Debenture shall be read and construed for all purposes as if the Chargor had been an original party (but so that the security created shall be created on the date of the Deed of Accession)
- 1 2 By Clause 2 of the Deed of Accession the Chargor granted or created the charges set out below in favour of the Security Trustee
- 1 3 The Deed of Accession and the Debenture are to be read as one and references in this Form 395 to the Debenture and/or the Deed of Accession shall be deemed to be references to the same document
- 1 4 As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged all its right, title and interest from time to time in each of the following assets -
- 1 4 1 by way of first fixed charge all other Land vested in the Chargor at the date of the Deed of Accession and all Land acquired by the Chargor after the date of the Deed of Accession,
- 1 4 2 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge, the Shares,
- 1 4 3 by way of first fixed charge -
- (a) the Securities,
- (b) the Intellectual Property,

- (c) the Monetary Claims,
- (d) the Fixed Plant and Equipment,
- (e) the Loose Plant and Equipment,
- (f) the Accounts (other than the Assigned Accounts),
- (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
- (h) to the extent not assigned or effectively assigned by Clause 3.3 of the Debenture (and as set out at paragraph 1.5 below), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and
- (i) its present and future goodwill and uncalled capital,

1.4.4 by way of first floating charge the whole of the Chargor's undertaking and assets, at the date of the Deed of Accession and in the future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland

1.5 Pursuant to Clause 3.3 of the Debenture the Chargor with full title guarantee assigned absolutely, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

1.5.1 the Specific Contracts,

1.5.2 the Insurances,

1.5.3 the Assigned Accounts, and

1.5.4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3.1 of the Debenture,

together with all Related Rights in respect of such Charged Property, provided that the Chargor is entitled until the Enforcement Date to exercise all rights assigned under Clause 3.3 of the Debenture (subject to the terms of the Secured Finance Documents) and the Security Trustee will reassign any such rights to the extent necessary to enable the Chargor to do so

1.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture

## 2 CRYSTALLISATION OF FLOATING CHARGE

2.1 **Crystallisation: By Notice**

The Security Trustee may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.2 of the Debenture (and set out at paragraph 1.4.4 above) with immediate effect into a fixed charge as regards any property or assets specified in the notice if -

- 2.1.1 the Enforcement Date has occurred, or
- 2.1.2 the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- 2.1.3 the Security Trustee reasonably considers that it is necessary in order to protect the priority of the Security created by or pursuant to the Debenture

**2.2 Crystallisation: Automatic**

The floating charge created by Clause 3.2 of the Debenture (and set out at paragraph 1.4.4 above) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if -

- 2.2.1 the Chargor creates or attempts to create any Security (other than as permitted pursuant to the terms of the Secured Finance Documents) over any of the Charged Property, or
- 2.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or
- 2.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor, over all or any part of its assets, or if such person is appointed

**2.3 Crystallisation: Moratorium where directors propose voluntary arrangement**

The floating charge created by Clause 3.2 of the Debenture (and set out at paragraph 1.4.4 above) may not be converted into a fixed charge solely by reason of

- 2.3.1 the obtaining of a moratorium, or
- 2.3.2 anything done with a view to obtaining a moratorium,  
under Schedule A1 to the Insolvency Act 1986

**3 FURTHER ASSURANCE**

3.1 The Chargor shall, at its own expense, at any time when required by the Security Trustee, execute and deliver to the Security Trustee -

- 3.1.1 a valid legal mortgage of any Land owned by the Chargor at the date of the Deed of Accession or acquired after the date of the Deed of Accession,
- 3.1.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land owned by the Chargor at the date of the Deed of Accession or acquired after the date of the Deed of Accession,



- 3 1 3 a legal assignment or other fixed Security over all or any of the Chargor's Intellectual Property,
- 3 1 4 a legal charge over all or any of the Chargor's Shares and/or Securities,
- 3 1 5 a chattel mortgage over such chattels, plant, machinery, computers and/or other equipment of the Chargor as the Security Trustee may specify,
- 3 1 6 a fixed charge or other fixed security over any of the Chargor's assets over which there is a floating charge,
- 3 1 7 where any of the Chargor's assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Security Trustee may require,
- 3 1 8 a notice to any third party of any of the charges or assignments created by or pursuant to the Debenture,
- 3 1 9 a legal assignment of any Charged Property which the Security Trustee shall require, and a notice of any such assignment to any person when required by the Security Trustee (and use reasonable endeavours to procure the delivery by such person of any acknowledgement of that notice), and
- 3 1 10 all deeds and documents which the Security Trustee may deem necessary or desirable to vest in the Security Trustee the Security intended to be created by the Debenture,

in each case, in the Security Trustee's standard form or such other form as the Security Trustee may require. In the case of Charged Property situated outside England and Wales, references to any form of Security shall be taken to refer to any form of Security available under the relevant local law which the Security Trustee may select

**3 2 Other acts**

Without prejudice to Clause 3 1 (*General*) of the Debenture (and as set out at paragraph 3 1 above), the Chargor shall, at its own expense, at any time when required by the Security Trustee do and concur in all acts or things as the Security Trustee may acting reasonably deem necessary or desirable for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by the Debenture over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Security Trustee or any Receiver by the Debenture

**4 RESTRICTIONS ON DEALING**

- 4 1 The Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Secured Finance Documents
- 4 2 The Chargor has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Secured Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of

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the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until -

4.2.1 the floating charge created by Clause 3.2 of the Debenture (and set out in paragraph 1.4.4) above is converted into a fixed charge, or

4.2.2 the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with, in accordance with the Secured Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

**5 CONTINUING SECURITY**

The Debenture shall be a continuing security to the Security Trustee and shall remain in force until expressly discharged in writing by the Security Trustee notwithstanding any intermediate settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Security Trustee had at the date of the Deed of Accession or at any time after the date of the Deed of Accession for or in respect of any of the Secured Liabilities

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**SCHEDULE 1**

**DETAILS OF SHARES HELD BY THE CHARGOR**

<b>Name of Company</b>	<b>Description and Number of Shares</b>
Rampart Direct Limited	1 ordinary share of £1



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3365236  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 3  
NOVEMBER 2008 AND CREATED BY RAMPART SECURITY  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE ROYAL BANK OF  
SCOTLAND PLC (THE "SECURITY TRUSTEE") 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  
13 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 NOVEMBER  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

