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COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Please do not write  
in this margin

CHA 267

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

03525150

Name of company

\* CAPITAL SAFETY GROUP LIMITED (the "Company")

\* insert full name  
of company

Date of creation of the charge

21 October 1998

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

Debenture dated 21 October 1998 (the "Debenture")

Amount secured by the mortgage or charge

A-  
E - The CO  
All monies, obligations and liabilities from time to time due, owing or incurred by the Company, Barrow Hepburn International Limited, Barrow Hepburn Sala Limited, Protecta International Limited, IN-CAL Limited and each other Subsidiary (as defined below) of the Company under or pursuant to:

(a) the Credit Documents (as defined below); or

(b) the Security Documents (as defined below). (B A T D).

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

Robert Fleming & Co. Limited of 25 Copthall Avenue, London EC2R 7DR (the "Agent" and the "Security Trustee") on behalf of itself and the banks from time to time parties to the Agreement (as defined below).

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

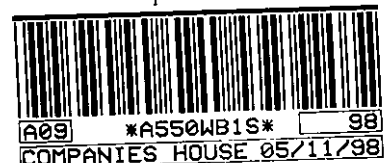
Norton Rose  
Kempson House  
Camomile Street  
London EC3A 7AN

DWP/z912058/docs/capital.395

Time critical reference

For official Use  
Mortgage Section

Post room



Norton Rose

Short particulars of all the property mortgaged or charged

- 1 The Debenture charges all of the present and future assets of the Company.
- 2 It creates first fixed charges over all of the present and future assets of the Company of the following types:
- (a) land, interests in land and fixtures;
  - (b) plant, machinery and other equipment;
  - (c) securities;
  - (d) contracts, debts and claims and their proceeds of collection;
  - (e) any and all amounts from time to time standing to the credit of the Cash Collateral Account (defined below)
  - (f) the benefit of insurances;
  - (g) goodwill and uncalled capital;
  - (h) intellectual property of all kinds;
  - (i) all rights arising out of the Acquisition Agreement (as defined below) and the Reports (as defined below);

in each case, together with all associated rights.

- 3 It also creates a first floating charge over all other present and future assets of the Company.

4 In addition, the Company with full title guarantee assigns by way of security all its keyman insurance policies and any substituted policy or policies together with all monies, benefits and advantages that may become payable or accrue under the keyman insurance policies and the full benefit of all such policies together with power to give an effective discharge for any of the monies assured or otherwise payable under such policies absolutely.

5 The Debenture contains a covenant by the Company that it will not, without the prior written consent of the Security Trustee, create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (as defined below) over any of its present or future assets other than;

- (a) title retention arrangements arising in the ordinary course of trading (or activities incidental or ancillary to such trading) with suppliers of goods to a member of the Group (as defined below);
- (b) any Encumbrance (as defined below) arising by operation of law including, without limitation, banker's liens or rights of set-off and liens arising in the ordinary course of trading (or activities incidental or ancillary to such trading) by operation of law so long as any amounts in respect of which such liens or rights of set-off arise are not more than 30 days overdue (after the expiry of any relevant credit period) for payment;
- (c) any Encumbrance (as defined below) created by any of the Finance documents (as defined below);

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Short particulars of all the property mortgaged or charged

- (d) any Encumbrance (as defined below) created or existing with the prior written consent of the Agent on the instructions of all the Banks (as defined below);
- (e) any Encumbrance (as defined below) constituted by any Finance Lease (as defined below) permitted under clause 11.1(e) of the Agreement (as defined below);
- (f) any Encumbrance (as defined below) arising under bank account netting arrangements;
- (g) any set-off created under any Derivatives Transaction (as defined below) or contract entered into in the ordinary course of trading;
- (h) Encumbrances (as defined below) arising under US social security security arrangements; and
- (i) Encumbrances (as defined below) subsisting over any asset acquired after the Acquisition Completion Date (as defined below) provided that such Encumbrances (as defined below) are discharged within 60 days of the acquisition of such asset.

DEFINITIONS

In this Form, unless the context otherwise requires:

"Acceding Borrower" has the meaning ascribed to that term in the Accession Certificate;

"Accession Certificate" means an accession certificate (by way of deed) in the form or substantially the form of schedule 10 of the Agreement and entered into or to be entered into by the relevant Acceding Borrower and the Agent;

"Accountants' Report" means the agreed form report dated on or about the date of the Agreement compiled by Ernst & Young and addressed to (among others) the Parent and the Finance Parties;

"Acquisition" means the proposed acquisition by the Borrowers of the entire issued share capital of Barrow Hepburn Group Limited (formerly Barrow Hepburn Group Public Limited Company), and DB Industries Inc. and Can-Sling/DBI Canada Ltd.;

"Acquisition Agreement" means together (i) the Principal Agreement together with all schedules, exhibits and attachments thereto, (ii) the Acquisition Disclosure Letter, (iii) the tax indemnity deed from BTP plc, (iv) the US tax allocation agreement from BTP Holding Company and (v) the Deeds of Novation as defined in the Principal Agreement;

"Acquisition Completion Date" or "ACD" means the date on which the Acquisition is duly effected by the completion of the Acquisition Agreement in accordance with clause 4 of the Principal Agreement;

"Acquisition Disclosure Letter" means the Disclosure Letter referred to and defined as such in the Principal Agreement excluding paragraphs 1.4, 3 (other than paragraphs 3.1, 3.3, 3.7 and 3.8), 6.3 and 10 and schedules 1 and 2 thereof;

"Agreement" means the facilities agreement dated 21 October 1998 made between the Borrowers, the Arranger, the Co-Underwriter, the Banks, the Ancillary Facilities Bank, the Hedge Counterparty and the Security Trustee, as that agreement may from time to time be amended, novated, supplemented or replaced;

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"Ancillary Facilities" means the facilities made available in accordance with clause 4.5(c), (d), (e), (f) and (g) of the Agreement and the Ancillary Facilities Letters;

"Ancillary Facilities Banks" means Robert Fleming and such other banks and financial institutions (each being a Bank) as agreed by the Borrowers and the Agent which shall at any relevant time make available Ancillary Facilities and includes their respective successors in title, assignees and transferees;

"Ancillary Facilities Letter" means each of the letters in the agreed form (being substantially in the form of schedule 9 to the Agreement) entered into, or to be entered into, between an Ancillary Facilities Bank and any Borrower setting out the terms and conditions on and subject to which the Ancillary Facilities are made available;

"Ancillary Hedging" means any spot or forward foreign exchange transactions and interest rate hedging transactions from time to time entered into by the Borrowers with the Ancillary Hedging Counterparties (other than, for the avoidance of doubt, the Hedge Transactions);

"Ancillary Hedging Counterparty" means, in respect of any Ancillary Hedging Transaction, the Bank which, in accordance with clause 10.5(b) of the Agreement, is party to such Ancillary Hedging Transaction together with a Borrower and "Ancillary Hedging Counterparties" means all such Banks;

"Ancillary Hedging Document" means any document evidencing any Ancillary Hedging Transaction;

"Ancillary Hedging Transaction" means any transaction entered into by a Borrower in respect of Ancillary Hedging in accordance with clause 10.5(b) of the Agreement;

"Appropriate Accounting Principles" means (i) the accounting principles, policies, standards, practices and bases generally accepted in the United Kingdom, as adopted in the Financial Model with appropriate period end adjustments or (ii) where any change in (i) has been agreed under clause 11.1(q) of the Agreement such accounting principles, standards, practices and bases as have been so agreed;

"Arranger" means Robert Fleming;

"Banks" means the banks and financial institutions listed in schedule 1 to the Agreement and includes their successors in title and Substitutes;

"Bond and Floating Charge" means a bond and floating charge in agreed form dated on or about the date of the Agreement by IN-CAL Limited in favour of the Security Trustee;

"Borrowers" means the Parent, the US Borrower and the Acceding Borrowers;

"Canadian Guarantee" means a guarantee in the agreed form dated on or about the date of the Agreement to be entered into by Can-Sling/DBI Canada Ltd. in favour of the Security Trustee;

"Cash Collateral Account" means an interest bearing blocked deposit account in the name of any Borrower opened, or to be opened, with the Security Trustee or an Ancillary Facilities Bank (as the relevant provision of any Finance Document so provides) pursuant to or otherwise in connection with the Agreement or an Ancillary Facilities Letter or any other Finance Document on terms that it (and amounts credited to it) is subject to the Security

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Documents;

"Co-Underwriter" means The Governor and Company of the Bank of Scotland of Ueberior House, PO Box 12, 61 Grassmarket, Edinburgh EH1 2JF;

"Credit Documents" means the Agreement, the Ancillary Facilities Letters, the Ancillary Hedging Documents and the Hedge Documents;

"Derivatives Transaction" means a contract, agreement or transaction which is:

(a) a rate swap, basis swap, commodity swap, forward rate transaction, commodity option, equity (or equity or other index) swap or option, bond option, interest rate option, foreign exchange transaction, cap, collar or floor, currency swap, currency option or any other similar transaction; and/or

(b) any combination of such transactions,

in each case, whether on-exchange or otherwise;

"Disclosure Letter" means the agreed form letter of the date of the Agreement from the Parent to the Agent;

"Electra Fleming" means the "Electra Funds", as defined in the Shareholders Agreement in its form at the date of the Agreement;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement for the purpose of providing security, right of set-off or other security interest of any kind securing any obligation of any person (including without limitation title transfer and/or retention arrangements having a similar effect);

"Environmental Report" means the agreed form dated on or about the date of the Agreement compiled by RPS Consultants and addressed (among others) to the Parent and the Finance Parties;

"Finance Documents" means the Credit Documents and the Security Documents;

"Finance Lease" means any lease under which a member of the Group is the lessee which is or should be treated as a finance lease under the Appropriate Accounting Principles;

"Financial Model" means the agreed form financial model (version 11.1 (business case) prepared by Ernst & Young and approved by Paul Trinder and Douglas Gray and dated on or about the date of the Agreement;

"Finance Parties" means the Agent, the Arranger, the Co-Underwriter, the Banks, the Ancillary Facilities Banks, the Hedge Counterparty, the Ancillary Hedging Counterparties and the Security Trustee and (as the context requires) "Finance Party" means any one of them;

"Group" means the Parent and all its Subsidiaries for the time being (the Group as at the Acquisition Completion Date being the Parent and all of the companies and corporations listed as comprising the Target Group in schedule 6 to the Agreement);

"Guarantee" means a guarantee in the agreed form dated on or about the date of the Agreement to be entered into by the Parent, each of the Original UK Charging Subsidiaries and those

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members of the Group incorporated outside the United Kingdom designated guarantors in Schedule 6 to the Agreement (other than Can-Sling/DBI Canada Ltd.) in favour of the Security Trustee;

"Hedge Counterparty" means the Arranger, provided that the Co-Underwriter may be the Hedge Counterpart instead of the Arranger;

"Hedge Documents" means the documents evidencing the Hedge Transactions;

"Hedge Transactions" means the interest rate swap, foreign exchange and/or other hedging arrangements entered, or to be entered, into between any Borrower and the Hedge Counterpart pursuant to clause 10.5(a) of the Agreement;

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;

"Insurance Report" means the agreed form report dated 8 October 1998 compiled by J & H Marsh & McLennan Ltd. and addressed to (among others) the Parent and the Finance Parties;

"Intercreditor Deed" means the agreed form intercreditor deed dated on or about the date of the Agreement between (among others) the Parent, the Security Trustee and the Investors;

"Investors" means the several persons (other than the Management Team) defined as "Investors" in the Shareholders Agreement and which are subscribing shares and the Loan Notes in the Parent pursuant to the Shareholders Agreement and includes funds advised or managed by Electra Fleming and, in each case, their assigns and transferees;

"Legal Due Diligence Report" means the agreed form report dated on or about the date of the Agreement compiled by Clifford Chance and addressed to (among others) the Parent and the Finance Parties;

"Loan Note Instrument" means the loan note instrument dated on or about the date of the Agreement executed by the Parent constituting the Loan Notes;

"Loan Notes" means the £26,000,000 fixed rate subordinated unsecured loan notes 2006 issued by the Parent to the Investors pursuant to the Loan Note Instrument on or about the date of the Agreement;

"Management Team" means Paul Trinder, Douglas Gray, James Beardsley and Bernard Ador;

"Market Report" means the agreed form report dated on or about the date of the Agreement compiled by Bain & Co. and addressed to (among others) the Parent and the Finance Parties;

"Non UK Charging Subsidiaries" means, at any relevant time, those members of the Group incorporated outside the United Kingdom which have granted security to the Security Trustee under the Non-UK Security Documents at that time over all or substantially all of their assets;

"Non UK Security Documents" means the documents referred to in paragraphs 2(b), 2(f)(iv), 2(j)(iv)(v) and (vi) and 2(k)(iii) and (iv) of schedule 3 to the Agreement and such other Encumbrances, negative pledges, guarantees and other instruments entered into or, as the case may be, to be entered into by way of guarantee and/or security in respect of amounts owed to the Finance Parties under the Agreement (whether or not also in respect of other Indebtedness) by the Non UK Charging Subsidiaries or by any UK Charging Subsidiaries and not governed

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by English law;

"Original UK Charging Subsidiaries" means those members of the Group designated as such in schedule 6 to the Agreement;

"Parent" means Capital Safety Group Limited (Co. number 3525150) whose registered office is at 200 Aldersgate Street, London EC1A 4JJ;

"Pensions Report" means the agreed form report dated on or about the date of the Agreement compiled by Lane, Clark & Peacock and addressed to (among others) the Parent and the Finance Parties;

"Principal Agreement" means the agreement for the Acquisition between (among others) the Vendors and the Borrowers in the agreed form;

"Property Report" means (together) the agreed forms property reports on title compiled by Clifford Chance (London), Clifford Chance (Paris), Dorsey & Witney and Stikeman Elliott and addressed to (among others) the Parent and the Finance Parties;

"Reports" means the Accountants' Report, the Environmental Report, the Insurance Report, the Legal Due Diligence, the Market Report, the Pensions Report and the Property Report;

"Security Documents" means (i) the Guarantee, (ii) the Canadian Guarantee, (iii) the Debenture, (iv) the Bond and Floating Charge, (v) the Non-UK Security Documents, (vi) any and all other Encumbrances, guarantees and other instruments from time to time entered into by any member of the Group by way of guarantee and/or security in respect of amounts owed to the Finance Parties under the Agreement (whether or not also in respect of any other Indebtedness), (vii) the Intercreditor Deed and (viii) (in so far as it relates to the Security Trustee) the Agreement;

"Shareholders Agreement" means the shareholders' agreement dated on or about the date of the Agreement in the agreed form or as amended from time to time in accordance with clause 11.1(k) of the Agreement in the agreed form between (among others) the Parent, the Investors and the Management Team;

"Subsidiary" means (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and (b) for the purposes of the definition of "Group" and clauses 10.1(a) and 10.3 and schedule 8 of the Agreement only, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985, and so that at the Acquisition Completion Date the Subsidiaries of the Parent shall comprise those companies listed as Target Group companies in Schedule 6 to the Agreement;

"Substitute" has the meaning given to that term in clause 16.3 of the Agreement;

"Target Group" means the companies listed in schedule 6 of the Agreement;

"UK Charging Subsidiaries" means at any relevant time, those members of the Group incorporated in the United Kingdom which have granted security to the Security Trustee under any of the Security Documents at that time over all or substantially all of their assets;

"US Borrower" means Capital Safety Inc. (Company No. 2955389), a corporation registered in the State of Delaware whose registered office is at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801;

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

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"Vendors" means BTP plc, BTP Holding Company and BTP International Inc.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

NORTON ROSE

Date

4/11/98

On behalf of chargee

### 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.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03525150

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st OCTOBER 1998 AND CREATED BY CAPITAL SAFETY GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, BARROW HEPBURN INTERNATIONAL LIMITED, BARROW HEPBURN SALA LIMITED, PROTECTA INTERNATIONAL LIMITED, IN-CAL LIMITED AND EACH OTHER SUBSIDIARY (AS DEFINED THEREIN) OF THE COMPANY TO ROBERT FLEMING & CO. LIMITED ON BEHALF OF ITSELF AND THE BANKS FROM TIME TO TIME PARTIES TO THE AGREEMENT (AS DEFINED) UNDER OR PURSUANT TO THE CREDIT DOCUMENTS AND THE SECURITY DOCUMENTS (BOTH AS THEREIN DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th NOVEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 1998.

*W. Graddon*  
W. GRADDON

for the Registrar of Companies



COMPANIES HOUSE

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