

## Particulars of a mortgage or charge

ACCOUNT RECEIVED

07 NOV 2000

395

Please do not write  
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

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

To the Registrar of Companies

For official use

Company number

4017590

Name of company

\* Rebus Technologies Holdings Limited (the "Company")

insert full name  
of company

Date of creation of the charge

19 October 2000

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

A Debenture dated 19 October 2000 between the Company, certain other UK resident companies specified therein and the Security Agent (as defined below) (the "Debenture").

Amount secured by the mortgage or charge

Presentor's name address and  
reference (if any):Norton Rose  
Kempson House  
Camomile Street  
London EC3A 7AN

TXP/AA01833/Form395(b)rth.doc

Time critical reference

For official Use  
Mortgage Section

Post room

LD2  
COMPANIES HOUSE0452  
07/11/00

Amount secured by the mortgage or charge

All moneys, obligations and liabilities from time to time due, owing or incurred by the Company under or pursuant to the following documents (together and each as may from time to time be amended, varied, novated, supplemented or replaced, the "Finance Documents"), namely:

- (i) a £70,000,000 secured senior facilities agreement dated 12 February 1999 and made between Suber Acquisition Limited (the "Parent"), Suber Interholdco 1 Limited (since renamed Rebus HR Group Limited) ("Interholdco"), certain other companies, Chase Manhattan International Limited (in various capacities including that of Agent (the "Agent") and the Security Agent (described below)), and certain banks and financial institutions (the "Facilities Agreement");
- (ii) a supplemental agreement to the Facilities Agreement dated 18 March 1999 and made between, among others, the Parent, Interholdco, the Agent and certain banks and financial institutions;
- (iii) a supplemental agreement to the Facilities Agreement dated 9 July 1999 and made between, among others, the Parent, Interholdco, the Agent and certain banks and financial institutions;
- (iv) an amendment letter dated 6 September 1999 between, among others, the Parent, Interholdco and the Agent;
- (v) an amendment letter dated 12 January 2000 and made between, among others, the Parent, Interholdco and the Agent;
- (vi) an amendment letter dated 6 July 2000 and made between, among others, the Parent, Interholdco and the Agent;
- (vii) an amendment letter dated 20 July 2000 and made between, among others, the Parent, Interholdco and the Agent;
- (viii) an amendment letter dated 18 October 2000 and made between, among others, the Parent, Interholdco and the Agent;
- (ix) an ancilliary facilities letter entered into, or to be entered into in connection with the Facilities Agreement, by certain companies as working capital borrowers and Barclays Bank plc;
- (x) the documents evidencing the interest rate arrangements to be entered into pursuant to the Facilities Agreement between Interholdco and The Chase Manhattan Bank and certain other banks and financial institutions;
- (xi) a fee letter dated 8 February 1999 and supplemented by a letter dated 18 March 1999 from the Parent to the Agent;
- (xii) a subordination deed dated 12 February 1999 and made between the Parent, certain other persons as subordinated parties and the Security Agent, as replaced by a subordination agreement dated 18 March 1999 between the Parent, the Borrower, certain other persons as

#### Amount secured by the mortgage or charge

subordinated parties and the Security Agent (described below);

(xiii) a guarantee and debenture dated 12 February 1999 and made between the Parent and the Security Agent (described below);

(xiv) a guarantee and debenture dated 18 March 1999 and made between Interholdco and the Security Agent (described below);

(xv) a guarantee and debenture dated 18 March 1999 and entered into by Rebus Group Limited (formerly Rebus Group plc), certain other UK resident companies and the Security Agent (described below) (as amended by a supplemental debenture dated 9 July 1999);

(xvi) a guarantee and debenture dated 15 September 1999 and made between Albis Associates Limited and the Security Agent;

(xvii) a guarantee and debenture dated 15 October 1999 and made between Crocusglade Limited, certain other UK resident companies and the Security Agent; and

(xviii) the Debenture.

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

Chase Manhattan International Limited of 125 London Wall, London EC2Y 5AJ (the "Security Agent") on behalf of itself and the banks and financial institutions from time to time parties to the Finance Documents.

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

1. The Debenture charges all of the present and future assets of the Company.
2. The Debenture 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 equipment;
  - (c) shares, bonds and other securities of any kind
  - (d) debts and claims;
  - (e) the proceeds of collection of debts and claims and credit balances at banks;
  - (f) the benefit of insurances;
  - (g) goodwill and uncalled capital; and

Short particulars of all the property mortgaged or charged

(h) intellectual property of all kinds,

in each case, together with all associated rights.

3. The Debenture also creates a first floating charge over all other present and future undertakings, property, assets and rights whatsoever and wheresoever of the Company.

4. The Debenture contains a covenant by the Company that it will not, without the prior written consent of the Security Agent:

(a) create or attempt to create or permit to subsist in favour of any person other than the Security Agent any mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security and any other security agreement or other arrangement having the effect of providing security (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set off or lien) and including any agreement to create any of the foregoing on or affecting the assets described in paragraphs 1 and 2 above except for those actions permitted under the Facilities Agreement; or

(b) dispose or attempt or agree to dispose of (i) any debts or claims owed to it or (ii) any other assets except, in the case of disposals expressly permitted by the terms of the Facilities Agreement or the Debenture.

5. If the Company creates or attempts to create a security interest of any kind over any of the assets subject to the floating charge otherwise than in accordance with the covenant referred to in paragraph 4(a) above or if any person levies or attempts to levy any form of distress, execution, sequestration or other process against any of such assets, the floating charge over the assets concerned will automatically be converted into a fixed charge.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Nathan Rose*

Date

*7 November 2000*

On behalf of mortgagee/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. 04017590

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th OCTOBER 2000 AND CREATED BY REBUS TECHNOLOGIES HOLDINGS LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO CHASE MANHATTAN INTERNATIONAL LIMITED (THE "SECURITY AGENT") ON BEHALF OF ITSELF AND THE BANKS AND FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTIES TO THE FINANCE DOCUMENTS UNDER OR PURSUANT TO THE FOLLOWING DOCUMENTS (TOGETHER AND EACH AS MAY FROM TIME TO TIME BE AMENDED, VARIED, NOVATED, SUPPLEMENTED OR REPLACED, THE "FINANCE DOCUMENTS") (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

A handwritten signature in the bottom left corner.