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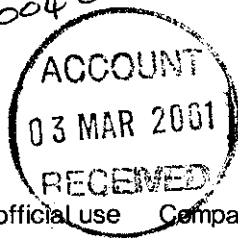
CHA 116

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bold block lettering

*insert full name
of company

COMPANIES FORM No. 395
Particulars of a mortgage or charge

A/c. 004 00039.

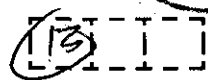


395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use Company number



3451910

Name of company

* Safeguard Systems Europe Limited

Date of creation of the charge

15 February 2001

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

DEBENTURE

Amount secured by the mortgage or charge

ALL moneys and liabilities (whether present or future actual or contingent) now or at any time or times hereafter due or owing or incurred by the Company (whether as principal or surety) to the chargee or any of the Investors (as that term is defined in the charge) pursuant to an investment agreement of even date with the charge made between the Company (1) the Promoters (as defined therein) (2) 3i plc (3) 3i Group plc (4) 3i Smaller MBO Plan (5) and 3i NPM Smaller MBO Plan (6) (other than dividend on any shares)

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

3i plc whose registered office is at 91 Waterloo Road, London SE1 8XP for itself and as trustee for the Investors (as that term is defined above)

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

3i plc
Trinity Park
Bickenhill
Birmingham
B37 7ES

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1 Fixed charges upon:

1.1 all estates and interests in any freehold and leasehold property of the company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and the fixed plant and machinery of the company from time to time thereon and therein and the proceeds of sale thereof;

1.2 all stocks shares bonds loan capital and other securities both present and future belonging to the company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;

1.3 all book debts and other debts both present and future due or owing to the company;

1.4 all the goodwill and uncalled capital of the company both present and future;

1.5 all rights in patents patent applications inventions trademarks trademark applications service marks trade names registered designs copyright know-how confidential information trade secrets and any other intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the company.

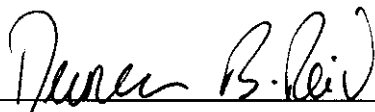
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 1 March 2001

On behalf of [company] [mortgagee/chargee] †

† 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.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

3451910

Name of Company

Safeguard Systems Europe Limited

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

DEBENTURE

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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2 Floating charges upon the undertaking and all other property assets and rights of the company both present and future not otherwise effectively charged by way of fixed charge.

3 The company shall not without the previous written consent of 3i plc:

3.1 sell give or share possession of grant or agree to grant any lease or tenancy of accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of or otherwise dispose of the fixed charge property or any part thereof;

3.2 sell assign or otherwise dispose of the whole or any substantial part of the floating charge property except in the ordinary course of business;

3.3 create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charge property which would rank in priority to or pari passu with the fixed charge described above;

3.4 allow any lien to arise or effect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03451910

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th FEBRUARY 2001 AND CREATED BY SAFEGUARD SYSTEMS EUROPE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i Plc FOR ITSELF AND AS TRUSTEE FOR THE INVESTORS (AS DEFINED) PURSUANT TO AN INVESTMENT AGREEMENT OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 2001.

PAE



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —