

## 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

13

03302926

Name of company

\* ARMORGROUP (WORLDWIDE) LIMITED (the "Company")

Date of creation of the charge

15 March 2006

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

SUPPLEMENTAL DEED TO A DEBENTURE DATED 26 NOVEMBER 2003 (the "Deed")

Amount secured by the mortgage or charge

All monies, indebtedness, liabilities and obligations which are as at 15 March 2006 or may at any time thereafter be due, owing or incurred in any manner whatsoever to any Security Beneficiary by any Chargor whether actually or contingently, whether pursuant to the Finance Documents, a guarantee or otherwise, whether solely or jointly with any other person; whether as principal or surety and whether or not such Security Beneficiary shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by any Security Beneficiary at the request of any Chargor in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which may in the course of their business charge in respect of any facilities or accommodation or.....

continued on continuation sheet 1, page 2

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

BARCLAYS BANK PLC of Level 28, One Churchill Place, London E14 5HP (as security agent for the Security Beneficiaries) (in such capacity, the "Security Agent")

Postcode

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

DLA Piper Rudnick Gray Cary UK LLP  
3 Noble Street  
London EC2V 7EE  
Contact: Denise Phillips

86677.120601.9146883

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A14  
COMPANIES HOUSE

213  
17/03/2006

M

CHFP025

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

\*insert full name  
of Company

## 1. GRANT OF SECURITY

All mortgages, charges, assignments and other security made or created under the Debenture are made or created:

1.1 in favour of the Security Agent;

1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

1.3 as a continuing security for payment of all of the Secured Obligations.

## 2. FIXED SECURITY

### 2.1 Fixed charges

The Company charged and agreed to charge all its present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest by way of first legal mortgage the property specified in the schedule hereto (Details of Security Assets).

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legibly, preferably  
in black type, or  
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lettering**

Particulars as to commission allowance or discount (note 3)

N/A

Signed D/A Piper Rudnick Gray Cary Date 16 March 2006

On behalf of XXXXXX [mortgagee/chargee] † OK TUP

A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)

## 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

† delete as  
appropriate

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# Particulars of a mortgage or charge (continued)

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

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

Company Number

03302926

Name of Company

ARMORGROUP (WORLDWIDE) LIMITED (the "Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

service provided by any Security Beneficiary for keeping any Chargor's account and, provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Debenture (or an part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**").

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

**NOTE.**

**In this form:-**

"**Chargors**" means ArmorGroup International Limited (CRN: 04931893), AmorGroup (UK) Limited (CRN: 04969936), Armor Holdings Limited (CRN: 03302926), ArmorGroup Services Limited (CRN: 01540857), DSL Holdings Limited (CRN: 02488312), Defence Systems International Limited (CRN: 01541457) and Defence Systems Eurasia Limited (CRN: 03341262) and any company which accedes to the terms of the Debenture pursuant to the terms of a duly executed Deed of Accession (as more particularly defined in the Debenture) (each a "**Chargor**");

"**Debenture**" means a debenture dated 26 November 2003 and made between the Security Agent and the Initial Chargors (as defined therein);

"**Facilities Agreement**" means a multicurrency term and revolving facilities agreement dated 26 November 2003 and made between (1) ArmorGroup International Limited as Parent, (2) ArmorGroup International Inc. as US Borrower, (3) the Original Borrowers, (4) the Original Guarantors, (5) Barclays Leveraged Finance as Mandated Lead Arranger, (6) the Original Lenders, (7)-(8) Barclays Bank PLC as Issuing Lender, Facility Agent and Security Agent (each as defined therein), as amended, restated or supplemented from time to time;

"**Finance Document**" means the Facilities Agreement, any Ancillary Facility Letter, any Fee Letter, any Accession Letter, the Security Documents, the Intercreditor Deed, the Security Trust Deed, the Hedging Documents, the Warrant, the Warrant Instrument and any other document designated as such by the Facility Agent and the Parent (all terms as more particularly defined in the Facilities Agreement);

"**Security Beneficiaries**" means together each of the Finance Parties which has entered into a deed of accession to the Security Trust Deed (both as more particularly defined in the Facilities Agreement) (each a "**Security Beneficiary**").

**SCHEDULE**

**Details of Security Assets**

The freehold property known as Athelston Hall, Aylestone Hill, Hereford HR1 1HY, registered at the Land Registry with title number HE209444.

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

*Please complete  
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bold block lettering*

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03302926

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO A DEBENTURE DATED 26 NOVEMBER 2003 AND DATED THE 15th MARCH 2006 AND CREATED BY ARMORGROUP (WORLDWIDE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO ANY SECURITY BENEFICIARY ON ANY ACCOUNT WHATSOEVER 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 17th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 2006.

*Angelo*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES