COMPANIES FORM NO. 395

BN.P. 3825

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395

Particulars of a mortgage or charge Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies



Company Number 57379

I. Name of Company

SECURITY SERVICES PLC (the "Depositor")

II. Date of creation of the charge

22ND DECEMBER 1999

III. Description of the instrument (if any) creating or evidencing the charge

Charge over Cash Deposits between the Depositor (1) and Banque Nationale de Paris London Branch (2) dated 22nd December 1999 (the "Deed")

IV. Amount secured by the mortgage or charge

All moneys and liabilities (whether actual or contingent, sole or joint or joint and several) now or at any time hereafter due owing or incurred from or by the Depositor to the Bank on any account whatsoever (including under the Deed).

V. Names and addresses of the mortgagees or person entitled to the charge

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Banque Nationale de Paris London Branch P.O. 416, 8-13 King William Street, London EC4P 4HS.

Presentor's name address and reference (if any)
As mortgagee – Tel. 0171-895-7353

VI. Time critical reference

A08 *ATOHRMUG* 0493
COMPANIES HOUSE 05/01/00

VII. Short particulars of all property mortgaged or charged

The Depositor with full title guarantee charges by way of first fixed charge the Deposit (or, if no Accounts are specified in Part III of the Schedule to the Deed, the Depositor, with full title guarantee hereby charges by way of first fixed charge the balance standing to the credit of any and all accounts now or in the future held by the Depositor with the Bank, other than any current account) in favour of the Bank with the payment or other discharge in full of all moneys or liabilities (whether actual or contingent, sole or joint or joint & several) now or at any time hereafter due owing or incurred from or by the Depositor to the Bank on any account whatsoever (including under the Deed), and agrees that such charge shall operate as a continuing security for the Bank, unaffected by any intermediate payment or discharge of any such moneys and liabilities.

In clause 6 of the Deed, the Depositor agrees not to assign, transfer, charge, mortgage or otherwise dispose of the deposit or any part thereof to any person other than the Bank.

VIII. Particulars as to commission allowance or discount		
	Signed	Signe
Date 30/12/99	1 MV Maria Date	1 (
Date 30/12/99		1 (



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00057379

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSITS DATED THE 22nd DECEMBER 1999 AND CREATED BY SECURITY SERVICES PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANQUE NATIONALE DE PARIS LONDON BRANCH ON ANY ACCOUNT WHATSOEVER (INCLUDING UNDER THE DEED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2000.





