

## Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

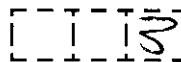


Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



01541457

Name of company

\* DEFENCE SYSTEMS INTERNATIONAL LIMITED (the "Company")

Date of creation of the charge

26 November 2003

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All monies, indebtedness, liabilities and obligations which are as at 26 November 2003 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 54 Lombard Street, London EC3P 3AH (as security agent for the Security Beneficiaries) (in such capacity, the "Security Agent")

Postcode

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

DLA  
3 Noble Street  
London EC2V 7EE  
KLH/jer/Banking

hugginsk\395's\Defence Syst Int

Time critical reference

For official Use  
Mortgage Section

Post room

A04  
COMPANIES HOUSE0390  
05/12/03

## 1. GRANT OF SECURITY

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

continued on continuation sheet 1, page 4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DWA

Date 4 December 2003

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

†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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF14 3UZ

## Particulars of a mortgage or charge (continued)

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Please do not  
write in this  
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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

01541457

Name of Company

DEFENCE SYSTEMS INTERNATIONAL 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 Deed (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**")

**NOTE.**

**In this form:-**

"**Assigned Assets**" means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 of the Deed (Security assignments);

"**Charged Investments**" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"**Charged Securities**" means:

- (i) the shares specified in part 2 (Charged Securities) of schedule 1 hereto (Details of Security Assets); and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at 26 November 2003) as at 26 November 2003 or in future owned (legally or beneficially) by any Chargor or in which any Chargor has an interest at any time;

"**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 Deed pursuant to the terms of a duly executed Deed of Accession (as more particularly defined in the Deed) (each a "**Chargor**");

"**Event of Default**" means any event or circumstance specified as such in clause 28 of the Facilities Agreement (Events of Default);

"**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);

"**Financial Indebtedness**" means any indebtedness for or in respect of:

- (i) monies borrowed;
- (ii) any amount raised by acceptance under any acceptance credit facility;
- (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

continued on continuation sheet 2, page 2

Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
legibly, preferably  
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bold block lettering

2.1.1 by way of first legal mortgage the Property (if any) specified in part 1 of schedule 1 hereto (Details of Security Assets);

2.1.2 by way of first fixed charge (other than the properties set out in part 3 of schedule 1 hereto):

(a) all other Property and all interests in Property (not charged by clause 4.1.1 of the Deed); and

(b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

2.1.3 by way of first fixed charge:

(a) all plant and machinery (not charged under clause 4.1.1 or 4.1.2 of the Deed);

(b) all computers, vehicles, office equipment and other equipment;

(c) the benefit of all contracts, licences, agreements and warranties relating to the same,

(other than any which is for the time being part of the Company's stock-in-trade or work-in-progress);

2.1.4 by way of:

(a) first fixed charge all the Charged Securities referred to in part 2 (Charged Securities) of schedule 1 hereto (Details of Security Assets);

(b) first fixed charge, all other Charged Securities (not charged by clause (a)),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments;

2.1.5 by way of first fixed charge:

(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and

(b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause (a),  
in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

2.1.6 by way of first fixed charge all Intellectual Property;

2.1.7 to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 of the Deed (Security assignments), by way of first fixed charge those Assigned Assets;

2.1.8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and

(b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

2.1.9 by way of first fixed charge all the goodwill and uncalled capital of the Company.

continued on continuation sheet 2, page 4

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

01541457

Name of Company

DEFENCE SYSTEMS INTERNATIONAL LIMITED (the "Company")

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\* delete if  
inappropriate

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

(iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;

(v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(vi) any amount raised under any other transaction (including any forward sale or purchase Agreement (as more particularly defined in the Facilities Agreement)) having the commercial effect of a borrowing;

(vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(viii) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(ix) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (viii) above;

**"Insurances"** means all policies of insurance (including, for the avoidance of doubt, all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest;

**"Intellectual Property"** means all legal and/or equitable interest (including, without limitation, the benefit of all licences in any part of the world) of the Group (as more particularly defined in the Facilities Agreement), in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any member of the Group;

**"Permitted Disposal"** means a disposal of Security Assets permitted under clause 26.3 of the Facilities Agreement;

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 26 November 2003 or in future belonging to any Chargor or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 1 hereto (Details of Security Assets)) and:

(i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

(ii) all easements, rights and agreements in respect thereof;

(iii) all proceeds of sale of that property; and

(iv) the benefit of all covenants given in respect thereof;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

continued on continuation sheet 3, page 2



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

Please complete  
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## **2.2 Security assignments**

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption in accordance with clause 36.1 of the Deed (Covenant to release)) all its present and future right, title and interest in and to:

2.2.1 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

2.2.2 all other Receivables (not otherwise assigned under clause 4.2.1 of the Deed)

To the extent that any Assigned Asset described in clause 4.2.1 of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Assigned Asset.

## **3. FLOATING CHARGE**

### **3.1 Floating Charge**

The Company charged and agreed to charge by way of first floating charge all its present and future (1) assets and undertaking (wherever located) which is not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 of the Deed (Fixed charges) or clause 4.2 of the Deed (Security assignments) or any other provision of the Deed, and (2) (whether or not effectively so charged) heritable property and all other property and assets in Scotland other than the lease in relation to Flat 88, 55 Ebury Street, London SW1W 0PB dated 1 May 2003.

### **3.2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

## **4. CONVERSION OF FLOATING CHARGE**

### **4.1 Conversion by notice**

The Security Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if:

4.1.1 an Event of Default has occurred and has not been waived in writing; or

4.1.2 the Security Agent (in its reasonable opinion) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

### **4.2 Automatic conversion**

The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Security Assets which are subject to a floating charge if:

4.2.1 the Company creates (or attempts or purports to create) any Security on or over the relevant asset without the prior consent in writing of the Security Agent; or

4.2.2 if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such asset.

continued on continuation sheet 3, page 4

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 3  
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Please complete  
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Company Number

01541457

Name of Company

DEFENCE SYSTEMS INTERNATIONAL LIMITED (the "Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (ii) all proceeds of any of the foregoing;

**"Receiver"** means an administrator, a receiver, a manager and/or another similar officer (and, as the context so admits, shall include an administrative receiver) appointed by the Security Agent under the Deed;

**"Related Rights"** means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other Agreement or arrangement having a similar effect;

**"Security Account"** has the meaning given to that term in clause 11.6.2 of the Deed;

**"Security Assets"** means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Deed;

**"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"**);

**"Security Period"** means the period beginning 26 November 2003 and ending on the date on which:

- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (ii) no Security Beneficiary has any further commitment, obligation or liability under or pursuant to the Finance Documents.

## **SCHEDULE 1**

### **Details of Security Assets**

#### **Part 1 - Property**

None

continued on continuation sheet 4, page 2

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

Date	Description	Amount	Balance	Total

#### **4.3 Partial conversion**

The giving by the Security Agent of a notice pursuant to clause 6.1 of the Deed (Conversion by notice) in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the Security Beneficiaries.

### **5. CONTINUING SECURITY**

#### **5.1 Continuing security**

The security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

#### **5.2 Additional and separate security**

The Deed is in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any of the other Security Beneficiaries may at any time hold for any of the Secured Obligations.

#### **5.3 Right to enforce**

The Deed may be enforced against the Company without the Security Agent and/or the other Security Beneficiaries first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

### **6. UNDERTAKINGS BY THE CHARGORS**

#### **6.1 Restrictions on dealing**

The Company covenants with the Security Agent that it will not do or agree to do any of the following without the prior written consent of the Security Agent:

6.1.1 create or permit to subsist any Security upon any of the Security Assets except a lien arising solely by operation of law in the ordinary course of trading which does not secure Financial Indebtedness; or

6.1.2 sell, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset except for Permitted Disposals.

#### **6.2 Land etc**

The Company will on demand by the Security Agent, execute and deliver to the Security Agent a legal mortgage (or, in the case of property situated in Scotland, a standard security) in favour of the Security Agent of any freehold or leasehold Property which becomes vested in it after 26 November 2003 (together with all fixtures and fittings thereon and fixed plant and machinery) to secure the payment of the Secured Obligations in any form which the Security Agent reasonably requires. In the case of any leasehold Property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Company to perform any of its obligations under clause 11.3.5 of the Deed, the Company shall not be required to perform that particular obligation unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to do).

#### **6.3 Receivables and Security Accounts**

The Company will, without prejudice to clause 11.1 of the Deed (Negative pledge) but in addition to the restrictions in that clause, not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables without the prior written consent of the Security Agent.

continued on continuation sheet 4, page 4

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

01541457

Name of Company

DEFENCE SYSTEMS INTERNATIONAL LIMITED (the "Company")

XXXXXX

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Part 2 - Charged Securities**Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company in which shares are held	Class of shares held	Number of shares held	Issued Share Capital
Armor Group (UK) Limited	Ordinary £1	\$1	\$1
Armor Group Holdings Limited	Ordinary £1	4,000	£10,000
	A Ordinary £1	6,000	
Armor Group Services Limited	Ordinary £1	1,000,000	£1,000,000
DSL Holdings Limited	Ordinary \$0.01	466,668	£1,000,000 and
	Deferred £1	1,000,000	\$4,666.68
Defence Systems International Limited	A Ordinary £1	60,000	£530,000
	B Ordinary £1	420,000	
	Preference	50,000	
Defence Systems Eurasia Limited	Ordinary £1	1,000	£1,000

**Part 3 - Excluded Properties****Address**

Sixth Floor and Basement Car Parking Space,  
Eggington House,  
25-28 Buckingham Gate

Part Fifth Floor  
Eggington House  
25-28 Buckingham Gate

Flat 88, 55 Ebury Street

Seventh Floor  
Eggington House  
25-28 Buckingham Gate



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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

## **7. FURTHER ASSURANCE**

### **7.1 Further assurance**

Whenever requested by the Security Agent (acting reasonably prior to the occurrence of an Event of Default) the Company will at its own expense, promptly execute any deeds or documents and take any action required by the Security Agent:

7.1.1 to perfect and protect the security created (or intended to be created) by or pursuant to the Deed; or

7.1.2 to facilitate the realisation of any Security Asset or otherwise to enforce the security created by or pursuant to the Deed; or

7.1.3 to exercise any of the rights of the Security Agent or any Receiver or any delegate or sub-delegate thereof under the Deed,

including (without limitation) (1) the execution of any transfer, conveyance, assignment or assurance of any property or assets (whether to the Security Agent or its nominees) and (2) the giving of any notice, order or direction and the making of any registration which, in any such case, the Security Agent may think expedient.

### **7.2 Specific obligations**

Without limiting the generality of clause 25.1 of the Deed (Further assurance), the Company will execute, in favour of the Security Agent and in such form as the Security Agent shall reasonably require:

7.2.1 a valid legal mortgage of any freehold or leasehold Property as at 26 November 2003 or in the future belonging to the Company which is not effectively charged by way of legal mortgage under or pursuant to the Deed;

7.2.2 a legal assignment over all or any of the Receivables and give notice of such assignment to the persons liable to discharge those Receivables (whether as principal debtor or as surety); and

7.2.3 a valid fixed charge over any asset which is subject to the floating charge under the Deed.

### **7.3 Cost and terms**

Any security document required to be executed by the Company pursuant to clause 25 of the Deed (Further assurance) or clause 11.3.5 of the Deed will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed.

### **7.4 Intellectual Property**

The Company as registered proprietor appointed the Security Agent as its agent to apply for the particulars of the Deed, and of the interest of the Security Agent in any registered Intellectual Property (and any other or future Intellectual Property (including but not limited to trade marks and trade mark applications) registered or to be registered in the United Kingdom or elsewhere in the name of the Company), to be entered on any relevant register. The Company agreed to execute all documents and forms required to enable such particulars to be entered.

### **7.5 Overseas Security Assets**

Without limiting the generality of the foregoing, if any Security Asset is located outside England and Wales or is subject to the laws of any jurisdiction other than England and Wales, the Company must at its own expense promptly execute any deeds or documents and take any action required by the Security Agent which is necessary or desirable to create, perfect, improve and protect security under the laws of such jurisdiction which is equivalent or analogous in effect to the security created (or intended to be created) by or pursuant to the Deed. For this purpose, the Security Agent may appoint such advisers (legal or otherwise) as it considers appropriate to prepare any necessary documentation and advise on any necessary procedures to constitute such security in such jurisdiction and the Company shall be responsible for the costs thereof.

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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. 01541457

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th NOVEMBER 2003 AND CREATED BY DEFENCE SYSTEMS INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO ANY SECURITY BENEFICIARY 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 5th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th DECEMBER 2003.

*Y. W.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES