

380341/65

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

**MR01**

## Particulars of a charge



**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling**  
Please go to [www.companies-house.gov.uk](http://www.companies-house.gov.uk)

- form online.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR02



A28

\*A27Y9N3C\*

08/05/2013

COMPANIES HOUSE

#158

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

**1****Company details**

Company number 0 0 0 5 3 4 1 7

Company name in full London Security plc

63

For official use

→ **Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2****Charge creation date**

Charge creation date 0 2 0 5 2 0 1 3

**3****Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Lloyds TSB Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Particulars of a charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X DHA Purn M LHP X

This form must be signed by a person with an interest in the charge

**MR01**

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Zoe Slagle

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX 12017 LEEDS

Telephone 08700 111 111

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 53417

Charge code: 0005 3417 0063

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2013 and created by LONDON SECURITY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2013.

Given at Companies House, Cardiff on 14th May 2013



*JD*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

2 May 2013

**FIRE PROTECTION HOLDINGS LIMITED**

and

**LONDON SECURITY PLC**

as "Pledgors"

- and -

**LLOYDS TSB BANK PLC**

as "Pledgee"

**SHARE PLEDGE AGREEMENT  
WITH RESPECT TO THE SHARES IN SOMATI FIE NV**

**DLA Piper  
Finance & Projects  
Belgium**



WE HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL

DATE

SIGNED

DLA PIPER UK LLP

7/5/13  
[Signature]  
[Signature]

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**Execution version**

This share pledge agreement is made on 2 May 2013 (the "**Agreement**")

**BETWEEN**

**FIRE PROTECTION HOLDINGS LIMITED**, a company incorporated in England and Wales with company number 3890084 having its registered office at Premier House, 2 Jubilee Way, Elland, West Yorkshire HX5 9DY, United Kingdom,

and

**LONDON SECURITY PLC**, a company incorporated in England and Wales with company number 00053417 having its registered office at Premier House, 2 Jubilee Way, Elland, West Yorkshire HX5 9DY, United Kingdom,

hereinafter collectively referred to as the "**Pledgors**",

**AND**

**LLOYDS TSB BANK PLC**, a company incorporated under English law, having its registered office at 25 Gresham Street, London EC2V 7HN, United Kingdom, registered with number 2065,

hereinafter referred to as the "**Pledgee**",

**IN THE PRESENCE OF**

**SOMATI FIE NV**, a limited liability company ("*naamloze vennootschap*" / "*société anonyme*") incorporated in Belgium, registered with the Crossroads Bank of Enterprises under number 0899 642 237 (RPR/RPM Dendermonde), having its registered office at Industrielaan 19A, 9320 Erembodegem, Belgium,

hereinafter referred to as the "**Company**"

**WHEREAS**

- (A) The Pledgee has agreed to make certain facilities available to the Company under the Facilities Agreement (as defined below)
- (B) It is a condition precedent to the Facilities Agreements that this Agreement be entered into by the Pledgors to guarantee the proper performance of their and the Company's obligations under the Facilities Agreement
- (C) The Company is a Belgian limited liability company ("*naamloze vennootschap*" / "*société anonyme*"), with a share capital of EUR 100,000 represented by 100 registered shares (the "**Shares**"), owned by the Pledgors as follows

Fire Protection Holdings Limited  
London Security plc

99 shares, and  
1 share

- (D) The Pledgors and the Pledgee therefore wish to create a first ranking pledge in respect of the Shares

**NOW, THEREFORE**, in order to comply with the conditions precedent to the Facilities Agreement, the Pledgors hereby agree with the Pledgee as follows

## **ARTICLE 1. DEFINITIONS – INTERPRETATION**

### **1.1 Definitions**

Unless a contrary indication appears, in this Agreement, any term used with a capital letter shall have the meaning ascribed to them in the Facilities Agreement

<b>"Facilities Agreement"</b>	means the multicurrency term facilities agreement (€ 16,000,000 and £6,000,000) dated to on or about the date of this Agreement and entered into between London Security plc as Parent, the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as Original Borrowers, the subsidiaries of the Parent listed in part 2 of Schedule 1 thereto as Original Guarantors, and Lloyds TSB Bank plc as Lender
<b>"Pledge"</b>	means the pledge over the Shares created in this Agreement
<b>"Secured Obligations"</b>	means (i) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Obligor to the Pledgee under or pursuant to each or any of the Finance Documents, together with all costs, charges and expenses incurred by the Pledgee in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities, and (ii) all present and future obligations and liabilities of the Pledgor by reason of any present or future loan, credit facility or banking transaction granted by the Pledgee

### **1.2 Interpretation**

- 1.2.1 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement

- 1 2 2 A reference to a person shall include its successors, transferees and assignees
- 1 2 3 A reference to a document shall include such document as amended, varied, restated, extended and/or supplemented from time to time, including but not limited to assignments by way of novation and amendments, increases to underlying obligations and refinancing

## ARTICLE 2. PLEDGE

- 2.1 Each of the Pledgors hereby grant to the Pledgee, who accepts, a first ranking commercial pledge ("*gage commercial en premier rang*" / "*handelspand in eerste rang*"), in accordance with the Belgian law of 5 May 1872 concerning commercial pledges and the Belgian law of 15 December 2004 relating to financial collateral (the "**Financial Collateral Law**"), over the Shares owned by it (including all present or future rights relating thereto or arising there out), in order to secure the Secured Obligations
- 2.2 The Shares are in registered form and the Pledgor shall not, without the Pledgee's prior written consent, permit the conversion of the Shares into bearer shares

## ARTICLE 3. PERFECTION OF THE PLEDGE

- 3.1 The present Pledge is perfected by its registration in the Company's shareholders' register at the date of the execution of this Agreement

The text to be used for the registration of the Pledge on the relevant pages in the Company's shareholders' register is the following:

*" [Naam van de Pledgor] heeft [♦] aandelen op naam in eerste rang in pand gegeven ten gunste van Lloyds TSB Bank plc, in overeenstemming met artikel 5 van de Belgische wet van 15 december 2004 inzake financiële zekerheden, overeenkomstig een share pledge agreement dd [datum overeenkomst]"*

Or

*"[Nom du Pledgor] a mis en gage de premier rang [♦] actions nominatives au profit de Lloyds TSB Bank plc, conformément à l'article 5 de la loi belge du 15 Décembre 2004 relative aux sûretés financières, selon un share pledge agreement daté du [♦]"*

In English, the above text reads:

*"[Name of the Pledgor] has given a pledge over [♦] shares in first rank to the benefit of Lloyds TSB Bank plc, in accordance with Article 5 of the Belgian Law of 15 December 2004 concerning financial collateral, pursuant to a share pledge agreement dated [insert date]"*.

**For the purpose of perfecting the Pledge, an irrevocable power of attorney is granted by the Pledgors and the Pledgee to Caroline Hoste, Sander Buysse, Manuela Baldan and Jan Bosmans of DLA Piper UK LLP, each of whom may act alone and with power to substitute, in order to proceed with this registration in the name of the Pledgors and the Pledgee.**

- 3.2 A photocopy of the relevant pages of the Company's shareholders' register shall be duly issued and delivered by the Pledgors to the Pledgee
- 3.3 Forthwith upon the execution hereof, each of the Pledgors shall deliver to the Pledgee a declaration from the Company in the form of Schedule 1

#### **ARTICLE 4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 4.1 Each Pledgor represents and warrants to the Pledgee that, on the date of this Agreement and on each other date on which the representations and warranties in the Facilities Agreement are deemed given or repeated in accordance with the terms of this Facilities Agreement
- (a) it is a company duly organised under the laws of its jurisdiction and validly existing, not bankrupt, not subject to judicial composition and not in liquidation, with power to enter into this Agreement and to exercise its rights and perform its obligations hereunder, and all corporate and other action required to authorise the execution and performance of this Agreement has been duly taken,
  - (b) it is the sole legal owner of its Shares,
  - (c) no share certificates, as contemplated by Article 456 of the Belgian Company Code, have been issued in respect of the Shares,
  - (d) other than as set forth in the Finance Documents, this Agreement does not breach any contractual or other obligation by which the Pledgors are bound,
  - (e) the Company is a "*naamloze vennootschap*" / "*société anonyme*" duly organised and validly existing under the laws of Belgium and not in liquidation and the copies of the articles of association ("*statuten*" / "*statuts*") of the Company delivered to the Pledgee prior to the execution of this Agreement are complete, correct and up to date,
  - (f) the share capital of the Company amounts to EUR 100,000 represented by 100 registered shares without nominal value,
  - (g) the Shares have been duly issued in compliance with all applicable laws and are fully paid-up,
  - (h) the Company has not declared any dividends in respect of the Shares that are still unpaid at the date hereof,
  - (i) no profit shares ("*winstbewijs*" / "*part bénéficiaire*") and any other titles which do not represent the capital of the Company, any warrant, convertible bond or any other right whatsoever which may entitle its owner to shares in the Company, exist at the date of execution of this Agreement,

- (j) other than as set forth in the Finance Documents, the Shares are free and clear of all pledges, liens, usufruct ("*vruchtgebruik*"/ "*usufruit*"),
- (k) there is no pledge over the business ("*pand op handelszaak*"/ "*gage sur fonds de commerce*") in existence on the business of the Company nor any agreement relating to the creation thereof ("*mandaat*"/ "*mandat*"),
- (l) there is no mortgage ("*hypotheek*"/ "*hypothèque*") in existence on the land/buildings of the Company nor any agreement relating to the creation thereof ("*mandaat*"/ "*mandat*"),
- (m) it has satisfied itself that the benefits it expects to derive from the entry into of the Facilities Agreement by the Company are an adequate consideration for it to grant this Pledge, and
- (n) other than as set forth in the Finance Documents, all the Shares are capable of being pledged hereunder without the consent of the Company or of any other person

**4.2 Each Pledgor undertakes the following**

- (a) it shall not dispose of the Shares, shall not create any other pledge, lien, usufruct ("*vruchtgebruik*"/ "*usufruit*"), option or third party right of any kind in respect of the Shares (irrespective of whether ranking behind the Pledge created hereby), and shall not permit the existence of any such pledge, lien, usufruct, option or third party right, save (i) for the Pledge constituted hereby, and (ii) as permitted pursuant to the Facilities Agreement,
- (b) it shall procure that no executory seizure ("*uitvoerend beslag*"/ "*saisie exécutoire*") is made on its Shares, and that any conservatory seizure ("*bewaarend beslag*"/ "*saisie conservatoire*") thereon is lifted within 90 days or such longer period as the Pledgee may agree in writing (acting reasonably),
- (c) it shall cooperate with the Pledgee and sign or cause to be signed all such further documents and take all such further action as the Pledgee may from time to time reasonably request to perfect and protect the Pledge to ensure that the Pledgee has a pledge at all times over all Shares, and to carry out the provisions and purposes of this Agreement,
- (d) it shall notify the Pledgee promptly of any change in the shareholding in or the capital contributions of the Company, and
- (e) it shall not do or cause or permit to be done anything, which will or could adversely affect this Pledge or the rights of the Pledgee hereunder or which in any way is inconsistent with or depreciates, jeopardises or otherwise prejudices this Pledge

**ARTICLE 5. COVENANTS OF THE COMPANY**

- 5.1** The Company has not and shall not create or allow to exist any mortgage, pledge over the business, charge, pledge, lien, encumbrance, title, retention or other security interest whatsoever over any of its present or future assets, property or revenues, to any other credit or financial institution or any other third party and shall ensure that no such

interest is created, without the prior written consent of the Pledgee, except for the security rights created pursuant to the Facilities Agreement

- 5.2 Except as permitted by the Facilities Agreement, the Company shall not enter into any financing, financing arrangement or financing agreement with any bank or financial institution, without the prior written consent of the Pledgee

## ARTICLE 6. SCOPE OF THE PLEDGE

- 6.1 This Pledge is a continuing security for the due performance of the Secured Obligations, shall remain in force until expressly released in accordance with Article 10 (*Validity, duration and discharge*), and shall in particular not be discharged because, at any time, no Secured Obligations are owing from the Pledgors to the Pledgee
- 6.2 This Pledge shall not be discharged by the entry of any Secured Obligations into any current account in which case this Pledge shall secure at any provisional or final balance of such current account up to the amount of the Secured Obligations
- 6.3 The Pledgee may at any time without discharging or in any way affecting this Pledge (a) grant the Pledgors any time or indulgence, (b) concur in any moratorium relating to the Secured Obligations, (c) amend the terms and conditions of the Secured Obligations in accordance with the provisions of the Facilities Agreement, (d) abstain from taking or perfecting any other security, and (e) abstain from exercising any right of recourse or from proving or claiming any debt and waive any right of recourse,
- 6.4 All the rights of the Pledgee under this Agreement shall be in addition to any other right, security interest or remedy vested in the Pledgee and all such rights, security interests or remedies may be exercised from time to time and as often as the Pledgee may deem expedient Each of the Pledgors waives the right it may have of first requiring the Pledgee to proceed against or claim payment from any other party or enforce any guarantee or security before enforcing the Pledge constituted hereunder

## ARTICLE 7. SUBSCRIPTION RIGHTS AND NEW SHARES

- 7.1 Unless agreed otherwise by the Pledgee, each Pledgor shall exercise all subscription rights to which its Shares may be entitled
- 7.2 Each Pledgor undertakes to pledge to the Pledgee, as guarantee for the full performance of the Secured Obligations, all new shares of the Company which may be issued and subscribed by it after the date of this Agreement, all the securities that would be substituted for the Shares for any reason whatsoever, as well as all shares of the Company which it may become the owner of by transfer or otherwise after the date of this Agreement Such additional shares will at the moment they are owned by the Pledgors fall under the definition of "Shares" for the purposes of this Agreement and the Pledgors shall do all things necessary so that any additional registration in the Company's shareholders' register is effected
- 7.3 Each Pledgor shall forthwith pay any contribution duly called in respect of the Shares

## **ARTICLE 8. DIVIDENDS AND OTHER RETURNS**

- 8.1 Any return on the Shares, irrespective of whether in the form of dividend, repayment of capital, dividend shares, bonus shares or otherwise shall be paid to the Pledgors until the occurrence of an Event of Default under the Facilities Agreement. If such an Event of Default occurs and upon notice to the Pledgors, the return shall be exclusively paid to the Pledgee which shall apply the same towards satisfaction of the Secured Obligations.
- 8.2 In the event that any return on the Shares, which, pursuant to the above paragraph, is to be paid or delivered to the Pledgee, shall entitle the Pledgor to a tax credit on account of withholding taxes, the Pledgor shall, forthwith upon the declaration of such return, pay to the Pledgee for the account of the Pledgee an amount equivalent to such tax credit and such amount shall be deemed a return on the Shares for the purposes of this Article 8.
- 8.3 This Pledge shall not in any way be affected by any stamping, regrouping, division or renewal of the Shares, or by any operation having a similar effect, and the securities resulting from any such operation shall be part of the Shares.

## **ARTICLE 9. VOTING RIGHTS**

- 9.1 Until the occurrence and notification of an Event of Default in accordance with the Facilities Agreement, the Pledgors shall maintain the voting rights attached to the Shares. Each Pledgor shall at all times exercise its voting rights in respect of the Shares in a manner that is not contrary to the interests of the Pledgee.
- 9.2 Following the occurrence and notification of an Event of Default in accordance with the Facilities Agreement, each Pledgor undertakes not to vote in favour of any amendment to the Company's articles of association without the prior written consent of the Pledgee. Such consent is not to be unreasonably withheld or delayed except in circumstances where the Pledgee considers that such amendment would adversely affect the Pledge or the rights of the Pledgee hereunder or may otherwise jeopardise the rights of the Pledgee hereunder.
- 9.3 Following the occurrence and notification of an Event of Default in accordance with the Facilities Agreement, the Pledgors shall exercise the voting rights and all other rights attaching to the Shares in accordance with the Pledgee's instructions, if any, which instructions the Pledgors shall timely seek.
- 9.4 Following the occurrence and notification of an Event of Default in accordance with the Facilities Agreement, the Pledgors procure that the Company will send to the Pledgee copies of the notices of the Company's shareholders' meeting or, failing such notice, the agenda thereof, at the latest fifteen calendar days prior to the date of the relevant shareholders' meeting. The Pledgors will transmit to the Pledgee copies of the minutes of the Company's shareholders' meeting at the latest fifteen (15) calendar days after the holding of the relevant shareholders' meeting.
- 9.5 Following the occurrence and notification of an Event of Default in accordance with the Facilities Agreement, each Pledgor undertakes not to allow the Company's shareholders' meeting to consider items or issues which were not mentioned in the notice or on the agenda sent to the Pledgee.

## ARTICLE 10. VALIDITY, DURATION AND DISCHARGE

- 10.1 This Pledge shall be discharged by, and only by, the express written release thereof granted by the Pledgee or by a final court decision, which can no longer be appealed, ordering the release of the Pledge
- 10.2 The Pledgee shall grant an express release of this Pledge, upon demand of the Pledgor, when all Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and there is no possibility of any further Secured Obligations coming into existence. The Pledgee shall inform the Company of such release, and shall provide the Pledgors with a power of attorney in favour of a person designated by the Pledgors for the purpose of recording the release of the Pledge in the Company's shareholders' register
- 10.3 Any release of this Pledge shall be null and void and without effect if any payment received by the Pledgee and applied towards satisfaction of all or part of the Secured Obligations (a) is avoided or declared invalid as against the creditors of the maker of such payment, or (b) becomes repayable by the Pledgee, or (c) proves not to have been effectively received by the Pledgee

## ARTICLE 11. ENFORCEMENT

Following an Event of Default and after a notice of acceleration of the Facilities Agreement, or of any agreement relating to any present or future loan, credit facility or banking transaction granted by the Pledgee to the Pledgor, has been given by the Pledgee to the Pledgor, the Pledgee shall have the right to enforce the pledge in respect of any or all of the Shares, in accordance with applicable legal provisions

In the event that the Pledge is enforced in accordance with Article 8 §2 of the Financial Collateral Law

- i each Pledgor authorises the Pledgee to record the transfer of the Shares to the Pledgee in the share register of the Company and do whatever is necessary or useful to implement this power and to make the transfer enforceable vis-à-vis the Company and third parties,
- ii the value of the Shares shall be determined by an auditor, member of the Belgian Institute for Auditors (I B R ) and of an internationally renowned audit firm (the "Auditor") selected by the parties. In case of disagreement with respect to the selection of the Auditor, both the Pledgors and the Pledgee shall each be allowed to appoint their own Auditor who, in turn, shall select a third Auditor. The Auditor or the college of Auditors composed in this manner will determine the value of the Shares at the time of enforcement of the Pledge based on at least three different commonly applied valuation methods, whereby the average thereof shall be deemed to constitute the agreed valuation. If either party fails to select an Auditor within a period of two weeks, an Auditor shall be appointed for such party by the President of the Court of First Instance (*rechtbank van eerste aanleg*) in accordance with Article 585, 1° of the Belgian Judicial Code (*Gerechtelijk Wetboek*)

## ARTICLE 12. PLEDGEE'S DUTIES

The Pledgee shall not be liable for any acts or omissions including, without limitation, acts or omissions with respect to the Shares, except in case of its gross negligence ("*zware*

*fout*/"faute grave") or wilful misconduct ("*bedrog*"/"*fraude*")

The Pledgee shall be under no obligation to take any steps necessary to preserve any rights in the Shares against any third parties but may do so at its option, and all expenses incurred in connection therewith shall be for the account of the Pledgors (except to the extent such expenses are due to the gross negligence of or wilful misconduct by the Pledgee). If any such expenses are borne by the Pledgee, the Pledgors shall, after written demand therefore, promptly reimburse the Pledgee therefore (except to the extent such expenses are due to the gross negligence of or wilful misconduct by the Pledgee), and this reimbursement obligation shall be part of the Secured Obligations.

#### **ARTICLE 13. NOTICES**

Any notice to be given pursuant to this Agreement shall be served in accordance with clause 31 of the Facilities Agreement.

#### **ARTICLE 14. EXPENSES**

All expenses and duties in connection with this Agreement, in particular with regard to the establishment and perfection of the Pledge, its enforcement and the granting of any release, shall be borne by the Pledgors to the extent permitted by law. The Pledgors shall on first demand reimburse the Pledgee for any such expenses or duties paid by it, and the same shall be part of the Secured Obligations.

#### **ARTICLE 15. WAIVER**

Any failure to exercise, or the delayed exercise, of a right pursuant to this Agreement by the Pledgee will not constitute in any way a waiver by the Pledgee of such right. The partial exercise of such right by the Pledgee will not prevent it from exercising such right at a later point in time. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

#### **ARTICLE 16. SEVERABILITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity and enforceability of such provision under the laws of any other jurisdiction, or of the remaining provisions hereof, shall not be affected or impaired thereby. The parties shall negotiate in good faith to agree an amendment to the provision which is legal, valid and enforceable so that the amended provision has an effect which is equivalent to the intended effect of the original provision.

#### **ARTICLE 17. PRIORITY**

In case of any conflict between this Agreement and the Facilities Agreement, the provisions of the Facilities Agreement shall take priority over the provisions of this Agreement.

#### **ARTICLE 18. EVIDENCE OF SECURED OBLIGATIONS**

A certificate by the Pledgee as to the amount and the terms and conditions of the Secured Obligations shall be conclusive evidence as against the Pledgor, save to the extent of contrary

evidence if any

## **ARTICLE 19. ASSIGNMENT**

**19.1** No Pledgor may assign to a third party all or part of its rights and obligations pursuant to this Agreement without the prior written and express authorisation of the Pledgee

**19.2** The benefit of this Pledge and of this Agreement shall be automatically transferred to any transferee or assignee (by way of novation or otherwise) or (part or all) of the Secured Obligations. For the purposes of Article 1278 of the Belgian Civil Code (and to the extent applicable, any similar provisions of foreign law), the Pledgee and the Pledgors hereby expressly reserve the preservation of this Agreement and the Pledge in case of assignment, novation, amendment or any other transfer or change of the Secured Obligations or of any change of the parties thereto. Consequently, in the event of assignment, novation, or amendment, the Agreement shall be maintained, without any further formality, to secure the Secured Obligations as assigned, novated or amended

## **ARTICLE 20. COUNTERPARTS**

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## **ARTICLE 21. APPLICABLE LAW AND CHOICE OF FORUM**

**21.1** This Agreement shall be governed by and construed in accordance with Belgian law.

**21.2** The parties to this Agreement agree that any dispute in connection with this Agreement shall be subject to the jurisdiction of the Courts of Brussels.

*Documentary duty of EUR 0.15 per original paid by bank transfer from DLA Piper UK LLP /  
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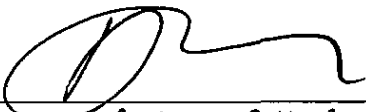
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EXECUTION PAGE

**For FIRE PROTECTION  
HOLDINGS LIMITED:**

  
\_\_\_\_\_  
Name *Richard Pollard*  
Title *Director*

**For LONDON SECURITY PLC:**

  
\_\_\_\_\_  
Name *Richard Pollard*  
Title *Attorney*

**For LLOYDS TSB BANK PLC:**

\_\_\_\_\_  
Name  
Title

**In acknowledgement of this Agreement, confirmation of the representations regarding  
the Company in Article 4.1 and agreement with Article 5 of this Agreement,**

**SOMATI FIE NV:**

\_\_\_\_\_  
Name  
Title *Director*

## SCHEDULE 1

[Letterhead of the Company]

LLOYDS TSB BANK PLC

Attn [♦]

[♦]

[♦] May 2013

Dear Sir/Madam,

Re Share Pledge Agreement dated [♦] May 2013

We, Somati FIE NV, refer to the Share Pledge Agreement to be executed on or about the date of this declaration, between Fire Protections Holdings Limited and London Security plc as Pledgors and Lloyds TSB Bank plc, as Pledgee, in respect of shares issued by the Company and held by the Pledgors (the "Shares") and HEREBY DECLARE that

- 1 we have not received notice of any transfer of the Shares held by the Pledgors,
- 2 we have not received notice of and there are no other pledges over the Shares,
- 3 there is no pledge over the business ("*pand op de handelszaak*"/ "*gage sur fonds de commerce*") of the Company, nor any agreement in existence in relation to the creation thereof ("*mandaat*"/ "*mandat*"),
- 4 there is no mortgage ("*hypotheek*"/ "*hypothèque*") over any assets of the Company, nor any agreement in existence in relation to the creation thereof ("*mandaat*"/ "*mandat*"), and,
- 5 no corporate body of the Company has decided to put the Company into liquidation

Signed in [♦], on [♦] May 2013

**For SOMATI FIE NV:**

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Name  
Title Director