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legibly, preferably
in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

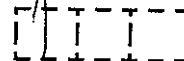
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



3256483

Name of company

* Pinnacle Group Limited

Date of creation of the charge

15th January 1997

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

Guarantee and Debenture

Amount secured by the mortgage or charge

Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh
EH1 1YZ

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

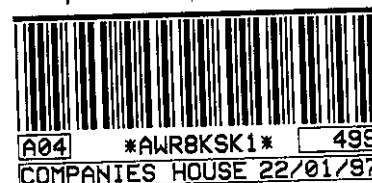
Dickson Minto W.S.
11 Walker Street
Edinburgh
EH3 7NE

(Ref: B27/106/JM/CJM/BWM)

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Rider B

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Arden Uno

Date *21 January 1997*

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.

PINNACLE GROUP LIMITED

REGISTERED NUMBER 3256483

RIDER A - FORM 395 (GUARANTEE AND DEBENTURE)

Amount secured by the Charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Bank in whatever manner and on any account including but not limited to the Financing Documents together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under the Financing Documents or otherwise.

Where:-

"Bank" means The Governor and Company of the Bank of Scotland, The Mound, Edinburgh EH1 1YZ;

"Company" means Pinnacle Group Limited (Registered Number 3256483);

"Facility Letter" means the letter dated 20th December 1996 between the Company and the Bank (as amended, varied, supplemented, novated or replaced from time to time) in terms of which the Bank has made certain term loan and revolving credit facilities available to the Company;

"Financing Documents" means the Facility Letter, the Security Documents and any agreement, deed,

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document or letter setting out the terms of or constituting any indebtedness of any Obligor to the Bank together with any documents ancillary or relating to all or any of them;

"Group" means the Company and its subsidiary undertakings from time to time and "member of the Group" will be construed accordingly;

"Obligor" means any member of the Group which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Bank for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;

"Security Documents" means each of the documents executed by all or any member of the Group from time to time (including those referred to in paragraph (6) of Part 1 of the Appendix to the Facility Letter) in order to provide the Bank with security for any obligations of any person to the Bank or to guarantee such obligations.

PINNACLE GROUP LIMITED

REGISTERED NUMBER 3256483

RIDER B - FORM 395 (GUARANTEE AND DEBENTURE)

Short particulars of all the property charged

1. All freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures and together with fixed plant and machinery belonging to the Company) from time to time thereon and therein.
2. All plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or thereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment.
3. 1,000,000 ordinary shares of £0.05 each in the capital of Johnson Fry Housing Limited (Registered Number 2246643) and 75,100 ordinary shares of £1 each in the capital of Johnson Fry Insurance Services Limited (Registered Number 1445936) together with all rights, including dividends and other distributions, arising in relation thereto.
4. All other shares and stock in the capital of any company which as at the date of the Guarantee and Debenture or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto.
5. The benefit of all present and future licences (statutory or otherwise) held by the Company in connection with its business or the user of any of the mortgaged property and the right to recover and receive all

compensation which may at any time become payable to the Company in respect thereof.

6. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to the Company.
7. The goodwill and the uncalled capital of the Company both present and future.
8. The book debts due or owing to the Company both present and future.
9. All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by or (to the extent of such interest) in which the Company has an interest.
10. The stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future.
11. The undertaking and all other property and assets of the Company both present and future.

The charges on the property and assets 1, 2, 3, 4, 5, 6, 7, 8 and 9 above are created as fixed charges and constitute charges by way of legal mortgage on the property 1 and 3 above now vested in the Company. The charges on the property and assets 10 and 11 above (and also on such of the said property and assets of the Company both present and future as the Bank may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged under the Guarantee and Debenture by way of fixed

charge) are created as floating charges until the provisions of Condition 14 set out in the Second Schedule to the Guarantee and Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Guarantee and Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Bank be first charges.

The Company in security for the payment and discharge of all the Secured Liabilities with full title guarantee assigns and agrees to assign to the Bank all of the Company's right, title and interest, present and future, in the Keyman Policies and all moneys thereby assured which may become payable thereunder and undertakes to the Bank promptly to give such notice of the assignment and subsequent assignments under the Guarantee and Debenture as the Bank may require.

The Company in security for the payment and discharge of all the Secured Liabilities with full title guarantee assigns and agrees to assign to the Bank all of the Company's right, title and interest, present and future, to receive payment under the Acquisition Documents and undertakes to the Bank promptly to give such notice of the assignment and subsequent assignments under the Guarantee and Debenture as the Bank may require, provided that to the extent (if any) that such right, title and interest are not assignable such assignment will operate as an assignment of proceeds received by the Company under the Acquisition Documents as security for the Secured Liabilities.

The Company authorises the Bank to set-off or otherwise apply any balances, credits, deposits, accounts or monies to which it is entitled on any account with the Bank in satisfaction of any sum due and payable from it to the Bank under the Financing Documents but unpaid. For the avoidance of doubt, no

set-off rights shall arise in favour of the Bank in respect of any monies held by the Company on behalf of any of its clients or customers.

Where:-

"Acquisition Documents" means the agreement dated on or around the date of the Facility Letter between the Company and Johnson Fry Monitoring Services Limited pursuant to which the Company has acquired the entire issued share capital of the Target Companies, the related disclosure letter and any other agreement entered into for the purposes of the acquisition of the entire issued share capital of the Target Companies;

"Bank" means The Governor and Company of the Bank of Scotland, The Mound, Edinburgh EH1 1YZ;

"Company" means Pinnacle Group Limited (Registered Number 3256483);

"Facility Letter" means the letter dated 20th December 1996 between the Company and the Bank (as amended, varied, supplemented, novated or replaced from time to time) in terms of which the Bank has made certain term loan and revolving credit facilities available to the Company;

"Financing Documents" has the meaning set out in Rider A above;

"Keyman Policies" means the keyman life assurance policies taken out or to be taken out by the Company in amounts equal to £1,000,000 on the life of Owen Inskip and £500,000 on the life of Tim Saunders;

"Secured Liabilities" means the sums referred to in Rider A above;

"Target Companies"

means Johnson Fry Housing Limited (Registered Number 2246643) and Johnson Fry Insurance Services Limited (Registered Number 1445936).

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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. 03256483

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 15th JANUARY 1997 AND CREATED BY PINNACLE GROUP LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OBLIGOR TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND PURSUANT TO THE TERMS OF THE FINANCING DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 1997.

R. L. Adams

R. L. ADAMS

for the Registrar of Companies



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