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Please complete
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

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

006469/13

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



06470248

Name of company

SDH UK LIMITED

Date of creation of the charge

18 JUNE 2008

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

DEBENTURE

Amount secured by the mortgage or charge

See Appendix 1

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

Firststrand Bank Limited, 14th Floor, 1 Merchant Place, cnr Fredman and
Rivoria Road, Sandton, 2196, Republic of South Africa

Postcode

Presenter's name, address and
reference (if any)
Wollastons LLP
Brierly Place, New London
Road
Chelmsford
Essex CM2 0AP
DX 89703 CHELMSFORD 2

For official use (02)
Mortgage Section

FRIDAY



A43

AK4QC0XX

27/06/2008

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COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See Appendix 2

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

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Signed

William W

Date *25 June 2008*

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

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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

APPENDIX 1

1 All present and future monies, obligations and liabilities owed by

(i) the Company,

(ii) SecureData Holdings Limited (reg 1998/010017/06) ("**SecureData Holdings**"),

(iii) SecureData Security (Pty) Ltd (reg 1999/023450/07),

(iv) SecureData Administration (Pty) Limited (reg 1998/010095/07),

(v) SecureData Content (Pty) Ltd (reg 1999/023237/07),

(vi) SecureData Continuity (Pty) Ltd (reg 1999/023451/07),

(vii) Sensepost (Pty) Limited (reg 1999/004700/07),

(viii) New Generations Solutions (Pty) Limited (reg 1991/006660/07), and

(ix) any person who is a party to or has otherwise acceded to the Guarantee (as defined below) for the time being ("**Guarantor**"),

(parties (ii) to (viii) above collectively known as the "**Borrower**") to Firststrand Bank Limited (the "**Lender**"), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, including, but not limited under or in connection with

(i) the written agreement dated 12 May 2008 and entitled "01/SecureData/2008", concluded by and between the Borrower and the Lender and any addenda, amendments(s) or supplement(s) thereto or substitution(s) or replacements thereof from time to time, for the provision of certain credit facilities secured, inter alia, by the debenture, and

(ii) the written agreement dated 12 May 2008 concluded by and between the Lender and SecureData Holdings and any addenda thereto from time to time, for the provision of a certain term loan facility secured, inter alia, by the debenture, and

(iii) the deed of guarantee and indemnity (the "**Guarantee**") dated 18 June 2008 between, inter alia, the Lender and the Company guaranteeing, inter alia, the performance by the Borrower, the Company and any Guarantor for the time being of their respective obligations to the Lender,

together with all costs and interest accruing in respect of such moneys or liabilities

APPENDIX 2

The Company charges to the Lender (as defined in Appendix 1):

- 1 By way of first legal mortgage all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (the "**Properties**")
- 2 By way of first fixed charge -
 - (i) all Properties acquired by the Company in the future,
 - (ii) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this Appendix 2, in, or over, freehold or leasehold property,
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any or all the assets, property and undertaking of the Company for the time being subject to the security interests created by the debenture (the "**Charged Property**") and all rights in connection with them,
 - (v) all present and future goodwill and uncalled capital for the time being of the Company,
 - (vi) all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions (the "**Equipment**"),
 - (vii) all the company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,
 - (viii) all present and future book and other debts and monetary claims due or owing to the Company and the benefit of all security and guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them,
 - (iv) all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time, including but not limited to those investments which are briefly described in Schedule 2 of the debenture,
 - (v) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including any account nominated by the Lender (acting reasonably) as a designated account for the purposes of the debenture), and
- 3 By way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to the provisions of the debenture set out in paragraph 2 above

The Company assigns to the Lender

- 4 By way of first fixed mortgage, all its rights in any policies of insurances or assurances present or future (including, without limitation, any insurances relating to the Properties or the Equipment) but excluding any third party liability or public liability insurance and any directors and officers insurance, and
- 5 By way of first fixed charge, to the extent the same are assignable, the benefit of the agreements short particulars of which are set out in Schedule 1 of the debenture (the **"Assigned Agreements"**) and the benefit of any guarantee or security for the performance of the Assigned Agreements

Note 1

The debenture contains covenants by the Company that the Company will not, without prior written consent of the Lender

- (a) create, purport to create or permit to subsist any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect on or in relation to, the Charged Property other than the debenture,
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge,
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

Note 2

The debenture gives the Lender the power to appoint an administrator



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6470248
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 JUNE 2008
AND CREATED BY SDH UK LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND
THE BORROWER TO FIRSTRAND BANK LIMITED 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
27 JUNE 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JUNE 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**