

# M

## COMPANIES FORM No. 395

### 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.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2111

02154540

Name of company

\* Post Office Limited (the "Chargor")

Date of creation of the charge

17 October 2003

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

Debenture dated 17 October 2003 (the "Debenture")

Amount secured by the mortgage or charge

The amount secured by the Debenture is the Secured Liabilities as such term is defined in the Debenture. Further particulars of the term "Secured Liabilities" are given in Continuation Sheet No.1 attached hereto.

Terms used in this Companies Form M395 (including the Continuation Sheets hereto) with an initial capital letter and which are not otherwise defined herein shall have the meanings given in the Continuation Sheets No.3 and No.4.

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

Secretary of State for Trade and Industry, 151 Buckingham Palace Road, London (the "Chargee")

Postcode SW1W 9SS

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

Herbert Smith  
Exchange House, Primrose  
Street, London EC2A 2HS

For official Use  
Mortgage Section

Post room



A62  
COMPANIES HOUSE

0029  
24/10/03

Time critical reference

Short particulars of all the property mortgaged or charged

This is set out at Continuation Sheets No.2 and No.3 attached.

Please do not  
write in  
this margin

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

TS

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Herbert Smith*

Date 23 October 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

**Amount secured by the Debenture**

**The amount secured by the Debenture is the Secured Liabilities, which is defined in clause 1.1.1 of the Debenture as all monies, obligations and liabilities covenanted to be paid or discharged pursuant to clause 2 of the Debenture. Clause 2 of the Debenture provides as follows:**

- (A) the Chargor covenants that it shall on demand pay to the Chargee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Chargee under or pursuant to the Finance Documents, in each case, when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Chargee or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever;
- (B) neither the covenant to pay described in paragraph (A) above nor the Security created by the Debenture shall extend to or include any liability or sum which would, but for clause 2.2 of the Debenture (as described in this paragraph (B)), cause such covenant or Security to be unlawful under any applicable law.

**Short particulars of all the property mortgaged or charged**

**Clause 3 of the Debenture, the provisions of which are described in detail below, contains the relevant provisions relating to the property charged. Clause 3.1 of the Debenture specifies the property which is charged pursuant to the Debenture. The property secured by the Debenture is charged pursuant to a floating charge. Clause 3.1 provides as follows:**

The Chargor charges to the Chargee by way of first floating charge with full title guarantee and as a continuing Security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in the whole of its property, assets, rights and revenues, whatsoever and wheresoever, present and future, other than (A) the Excluded Assets and (B) the Subsequent Excluded Assets.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created under the Debenture.

**The Debenture provides for automatic crystallisation of the floating charge. This provision is contained in clause 3.2 of the Debenture and provides as follows:**

- 3.2.1 Notwithstanding anything express or implied in the Debenture, and without prejudice to any law which may have similar effect:
- (A) if the Chargor creates or attempts to create any Security without the prior consent of the Chargee over all or any of its Charged Assets (other than any Permitted Security) then the floating charge created by clause 3.1 (described above) will automatically (without notice) be converted into a fixed charge as regards such Charged Assets; or
  - (B) if any person levies any distress, execution or other legal process against any of the Charged Assets then the floating charge created by clause 3.1 (described above) will automatically (without notice) be converted into a fixed charge as regards such Charged Assets; or
  - (C) if:
    - (1) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation (other than a reorganisation of the Chargor on a solvent basis carried out with the prior written consent of the Chargee) of the Chargor; or
    - (2) an Administrator is appointed or any step intended to result in such appointment is taken,then the floating charge created by clause 3.1 (described above) will automatically (without notice) be converted into a fixed charge as regards all of the Charged Assets subject to that floating charge.
- 3.2.2 Any fixed charge created over any Charged Asset pursuant to clause 3.2.1(B) (described above) shall be re-converted to a floating charge if the distress, execution or other legal process which gave rise to the

conversion under clause 3.2.1(B) (described above) has been discharged, discontinued, removed or vacated or has, in the reasonable opinion of the Chargee, otherwise ceased to affect such Charged Asset.

**Clause 3.3 of the Debenture provides for crystallisation on notice of the floating charge and provides as follows:**

Notwithstanding anything express or implied in the Debenture, the Chargee may at any time on or after the Enforcement Date by giving notice in writing to that effect to the Chargor convert the floating charge created by clause 3.1 (described above) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

**The Debenture contains negative pledge and non-disposal provisions. These are contained at Clause 4.1.1. Clause 4.1.1 provides as follows:**

The Chargor shall not, without the prior consent in writing of the Chargee:

- (A) create or permit to subsist any Security over the Charged Assets or any part of them (other than any Permitted Security); and
- (B) create or permit to subsist any Security over, dispose of or otherwise deal with, any Charged Assets in respect of which the floating charge created by clause 3.1 (described above) has been converted into a fixed charge pursuant to clause 3.2 (described above) or clause 3.3 (described above) and has not been re-converted to a floating charge pursuant to clause 3.2.2 (described above).

### **Definitions**

**"Administrator"** means a person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Chargor's affairs, business and property.

**"Charged Assets"** means the property charged pursuant to clause 3 (described above) of the Debenture.

**"Credit Agreement"** means the credit facilities agreement made between the Chargor and the Chargee and dated 17<sup>th</sup> October 2003 and under which the Chargor is borrower and the Chargee is lender.

**"Enforcement Date"** means the date on which the Chargee demands the payment or discharge of all or any of the Secured Liabilities pursuant to the Credit Agreement.

**"Excluded Assets"** means the Chargor's legal and beneficial interest in:

- (A) its shareholding in First Rate Travel Services Limited and First Rate Travel Services Holdings Limited;
- (B) the Note Circulation Scheme Cash;
- (C) any lease of any property under which the Chargor is a tenant; and
- (D) certain specified agreements.

**"Finance Documents"** means the Credit Agreement, the Debenture and certain other documents relating to the financing arrangements contemplated by the Credit Agreement and

the Debenture and any other document designated as such by the Chargor and Chargee in writing.

**"Note Circulation Scheme"** means the scheme of that name operated by the Bank of England under which members of the scheme are able to (a) sell to the Bank of England at the close of a business day bank notes held in a specific location and under specific conditions and (b) re-purchase those bank notes at the start of the next business day in accordance with the terms laid down by the Bank of England.

**"Note Circulation Scheme Cash"** means bank notes (denominated in sterling) issued by the Bank of England falling within the Note Circulation Scheme which are held by the Chargor or on its behalf in secure locations designated (for the purposes of the Note Circulation Scheme) as qualifying cash centres by the Bank of England and the Chargor or are being transported to and from such cash centres (including such bank notes to which the Bank of England has title).

**"Permitted Security"** means any Security which the Chargor is permitted to create or permit to subsist (a) pursuant to the Credit Agreement or (b) with the prior written consent of the Chargee.

**"Relevant JV"** means (a) First Rate Travel Services Limited, (b) First Rate Travel Services Holdings Limited and (c) each joint venture or outsourcing arrangement entered into with the approval of the Chargee pursuant to the Credit Agreement, and/or the relevant joint venture or other entity incorporated or set up for the purposes of carrying out such joint venture or outsourcing arrangement.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having the effect of creating security.

**"Subsequent Excluded Assets"** means, to the extent that the Chargor can demonstrate to the Chargee (acting reasonably) that it is not permitted (by the contractual arrangements relating thereto) to grant the Chargee Security over the same, the Chargor's legal and beneficial interests in any Relevant JV that is entered into, incorporated or set up after the date of the Debenture.

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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. 02154540

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th OCTOBER 2003 AND CREATED BY POST OFFICE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SECRETARY OF STATE FOR TRADE AND INDUSTRY 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 24th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th OCTOBER 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*Malt P*