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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

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

12

3707192

Name of company

* VT Fire Services Limited (the "Company")

Date of creation of the charge

6th May 1999

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

Legal Mortgage dated 6th May 1999 (the "Legal Mortgage") made between
the Company and Barclays Bank PLC (the "Security Trustee")

Amount secured by the mortgage or charge

Any obligation for the payment or repayment of money, whether present or
future, actual or contingent and whether incurred as principal or surety
including without limitation, any obligation to pay any interest both
before demand and from the date of demand to the date of payment, both
before and after judgment (whether the same have been capitalised or not
but without double counting) and all costs, charges, fees, commissions,
legal and other expenses, liabilities and obligations whether due or
owing and incurred in any manner whatsoever on a full indemnity basis
unless otherwise provided in the Financing Agreements (as defined in a
credit agreement dated 1 April 1999 (the "Credit Agreement") made
between (1) Flagship Fire Fighting Training Limited (2) the Company (3)
the Security Trustee (4) Barclays Bank (as agent and account bank) (5)
Barclays Bank PLC (as hedging counterparty) and (6) the Banks (as
defined therein)) (in whatever currency it may be expressed) of the
Company to the Finance Parties (as defined in the Credit Agreement)
(whether incurred solely, severally or jointly with others

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

Barclays Bank PLC (as security trustee)
54 Lombard Street
London

Postcode EC3P 3AH

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

HERBERT SMITH
EXCHANGE HOUSE
PRIMROSE STREET
LONDON
EC2A 2HS

Ref: 2321/2993

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

The Company, with full title guarantee and as a continuing security in favour of the Security Trustee for the payment and discharge of the Liabilities:

1. charges to the Security Trustee by way of legal mortgage ALL THAT:
 - (a) the premises being part of HMS Excellent Portsmouth Hampshire demised by a lease dated 27th April 1999 made between the Company and the Secretary of State for Defence being the land shown edged red on the plan attached thereto; and
 - (b) the premises being part of HMS Raleigh Torpoint Cornwall demised by a lease dated 27th April 1999 made between the Company and the Secretary of State for Defence being the land shown edged red on the plan attached thereto,
- (together the "Mortgaged Property"); and
2. assigns absolutely and agrees to assign absolutely to the Security Trustee:
 - (a) all rights and claims to which the Company is now or may hereafter become entitled in relation to the Mortgaged Property; and
 - (b) the benefit of all the Company's interest in any policies of insurance relating to the Mortgaged Property whether relating to buildings thereon or loss of rent or otherwise.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Herbert Smith*

Date 7th May 1999

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 CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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Please complete
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Company Number

3707192

Name of Company

VT Fire Services Limited

~~limited~~*

* delete if
inappropriate

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

and whether incurred as principal or surety) under each of the Financing Agreements (as defined in the Credit Agreement) (the "Liabilities").

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

Please complete
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Clause 6 of the Legal Mortgage provides that the Company shall not at any time before the Final Discharge Date (as defined in the Credit Agreement) create or permit to subsist any mortgage, charge, pledge, lien, assignment by way of security, security interest, trust arrangement having the effect of security and any other agreement or arrangement to create any of them or of similar effect (an "encumbrance") (other than a Permitted Encumbrance as defined in the Credit Agreement) over all or any part of the Mortgaged Property.

Paragraph 3 of Schedule 2 to the Legal Mortgage provides that, save as permitted under Clause 15.4.9 of the Credit Agreement, the Company shall not part with the possession of the Mortgaged Property or any part thereof nor confer upon any person, firm, company or body whatsoever any licence, right or interest to occupy the same or any part thereof or to grant any licence or permission to assign or underlet or to suffer or permit any variation or addition to any lease, tenancy or licence affecting the same without obtaining the prior written consent of the Security Trustee.

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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. 03707192

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 6th MAY 1999 AND CREATED BY VT FIRE SERVICES LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER UNLESS OTHERWISE PROVIDED IN THE FINANCING AGREEMENTS (AS DEFINED IN A CREDIT AGREEMENT DATED 1st APRIL 1999) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th MAY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MAY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E