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Particulars of a mortgage or charge 00400024

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

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Pursuant to section 395 of the Companies Act 1985

CHFP025

To the Registrar of Companies

For official use

Company Number

3838084

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

*Insert full name of
company

Name of company

Defence Training Services Limited (the "**Company**")

Date of creation of the charge

4 February 2000

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

Debenture (Supplemental Facility Agreement) made between the Company (1) and Halifax plc as agent and trustee for itself and each of the other Finance Parties (2) dated 4 February 2000 (the "**Debenture**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to any of the Finance Parties under each of the Finance Documents (the "**Secured Liabilities**").

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

Halifax plc, 33 Old Broad Street, London, EC2N 1HZ as agent and trustee for itself and each of the other Finance Parties (the "**Security Agent**")

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

Theodore Goddard
150 Aldersgate Street
London EC1A 4EJ

Ref: 740/5615.58/171941

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Mortgage Section

Post room



Time critical reference

1.1 Under Clause 3.1 of the Debenture, the Company with full title guarantee:

- (a) charged in favour of the Security Agent (as agent and trustee for itself and each of the other Finance Parties) by way of legal mortgage with the payment or other discharge of the Secured Liabilities all (if any) freehold and/or leasehold property vested in the Company at the date of the Debenture and briefly described in Schedule 1 of the Debenture;
- (b) charged in favour of the Security Agent (as agent and trustee for itself and each of the other Finance Parties) by way of legal mortgage with the payment or other discharge of the Secured Liabilities all (if any) estates and interests in freehold and/or leasehold property in England and Wales vested in the Company at the date of the Debenture and not described in Schedule 1 of the Debenture; and

Particulars as to commission allowance or discount (note 3)

N/A

Signed *Theodore Geddard* Date *22.02.00*

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.
- 5 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

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Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
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Company Number

3838084

Name of Company

* delete if
inappropriate

Defence Training Services Limited (the "Company")

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

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

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- (c) charged in favour of the Security Agent (as agent and trustee for itself and each of the other Finance Parties) by way of fixed equitable charge with the payment or other discharge of the Secured Liabilities all (if any) other estates or interests in freehold, leasehold or other immovable property wheresoever situate vested in the Company at the date of the Debenture or at any time thereafter or to which it was at the date of the Debenture or may at any time thereafter be or become entitled,

together in each such case with all buildings and fixtures at any time on such property, or any part of it.

1.2 Under Clause 3.2 of the Debenture, the Company with full title guarantee charged in favour of the Security Agent (as agent and trustee for itself and each of the other Finance Parties) by way of fixed charge with the payment or other discharge of the Secured Liabilities:

- (a) all of the following, namely:

- (i) all book debts due or owing to the Company both at the date of the Debenture and thereafter;
- (ii) all other debts of whatsoever kind which were at the date of the Debenture or at any time thereafter shall be due or owing to the Company (including, without limitation, debts represented by credit balances on accounts at, or deposits with, any of the Finance Parties or any other bank or other financial institution);
- (iii) all other monetary claims and rights to payment (inclusive of claims and rights depending on the outcome of any contingency or the performance by the Company or any other person of any obligation) to which the Company was at the date of the Debenture or shall at any time thereafter be entitled; and
- (iv) (if for any reason not forming part of the debts, claims and rights described at paragraph 1.2(a)(i), paragraph 1.2(a)(ii) or paragraph 1.2(a)(iii) above and to the extent not forming part thereof) all Insurance Proceeds and all rents, licence fees, royalties, dividends, interest and other payments (whether of an income or capital nature) which were at the date of the Debenture or at any time thereafter shall be due or owing to the Company and which derive from or form part of the Intellectual Property or the Real Estate or any property of the Company falling within any of the several descriptions at paragraph 1.2(b) and paragraph 1.2(g) below,

together in each case with the benefit of all guarantees, vendor's and other liens, reservations of title, rights of tracing and other securities for payment or performance of any of the several items described in paragraph 1.2(a)(i), paragraph 1.2(a)(ii), paragraph 1.2(a)(iii) and paragraph 1.2(a)(iv) above;

- (b) all shares, stock, debentures, bonds, debenture stock, rights of conversion, rights of subscription and other securities of whatsoever kind issued by any government, state, authority, international organisation, the European Union or

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410
(Scot)

CHFP025

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Company Number

3838084

Name of Company

Defence Training Services Limited (the "Company")

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

Amount due or owing on the mortgage or charge (continued)

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

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any of its organs or agencies or any body corporate or other entity of any kind whatsoever, to which, or to any interest in which, the Company was at the date of the Debenture or at any time thereafter may become entitled;

- (c) all the Company's then existing and future interests of whatsoever kind in:
 - (i) any patent, trade mark (registered or unregistered), service mark (registered or unregistered), brand name, registered design, copyright, design right or knowhow (in each case wheresoever situate and irrespective of whether enjoying legal protection in any part of the United Kingdom or elsewhere); and
 - (ii) any licence or other right under or in respect of any property of any kind described at paragraph 1.2(c)(i) above;
- (d) the goodwill of the Company, both at the date of the Debenture and thereafter;
- (e) the uncalled capital of the Company, both then existing (if any) and future;
- (f) all vehicles and other plant and machinery at the date of the Debenture or at any time thereafter belonging to the Company but exclusive of:
 - (i) vehicles and other plant and machinery forming part of the Company's stock in trade; and
 - (ii) plant and machinery which as a fixture is subject to a charge described in paragraph 1.1 above;
- (g) all chattels at the date of the Debenture or at any time thereafter leased, rented, hired out or let by the Company to any other person together with the benefit of the relevant lease, rental contract, hire contract or letting agreement and all guarantees and other securities for the performance of obligations under any of the foregoing; and
- (h) all interests of the Company at the date of the Debenture and thereafter of whatsoever kind in any present or future policy or contract of insurance of whatsoever kind.

1.3 Under Clause 3.3 of the Debenture, the Company with full title guarantee charged in favour of the Security Agent (as agent and trustee for itself and each of the other Finance Parties) by way of floating charge with the payment or other discharge of the Secured Liabilities all the remainder of the Company's undertaking, property and assets, whatsoever and wheresoever, then present and future, not for the time being effectively charged under Clause 3.1 or 3.2 of the Debenture.

2. Schedule 1 of the Debenture refers to all that leasehold property being as to part on the north side of Penny Pot Lane Harrogate North Yorkshire and known as "Hildebrand Barracks" and as to the remaining part the land on the south side of Penny Pot Lane aforesaid and known as "Unjacke Barracks" comprised in a lease dated 4 February 2000 made between (1) The Secretary of State for Defence and (2) Defence Training Services Limited.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410
(Scot)

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Company Number

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Name of Company

Defence Training Services Limited (the "Company")

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

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

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3. Under Clause 4.1 of the Debenture, the Company has covenanted with the Security Agent (as agent and trustee for itself and each of the other Finance Parties) that the Company shall not at any time create or permit to exist any Security Interest over the whole or any part of its undertaking, property, assets or revenues from time to time except for Permitted Security Interests.

DEFINITIONS

In this Form No.395, the following words and expressions shall have the following meanings:

"Finance Documents" shall have the meaning given to it in the Supplemental Facility Agreement;

"Finance Parties" shall have the meaning given to it in the Supplemental Facility Agreement;

"Insurance Proceeds" means all monies receivable under any present or future policy or contract of insurance of whatsoever kind maintained by the Company or for its benefit;

"Intellectual Property" means all interests of the Company mentioned in paragraph 1.2(c) above;

"Permitted Security Interest" shall have the meaning given to it in the Principal Facility Agreement;

"Principal Facility Agreement" means the senior facility agreement dated 4 February 2000 made between the Company and Halifax plc (as RPI hedging guarantor, original bank, arranger, facility agent and security agent) pursuant to which Halifax plc (as original bank) has agreed (inter alia) to make available to the Company a term loan facility and a debt service facility on the terms and conditions set out therein.

"Real Estate" means all property at the date of the Debenture or at any time thereafter vested in the Company and referred to in paragraph 1.1 above;

"Security Interest" shall have the meaning given to it in the Principal Facility Agreement;

"Supplemental Facility Agreement" means the supplemental facility agreement dated 4 February 2000 made between the Company, the Original Bank, the Arranger, the Facility Agent and the Security Agent pursuant to which the Original Bank has agreed (inter alia) to make available to the Company a term loan facility of £50,000 on the terms and conditions set out therein;

Unless expressly defined in this Form No.395, terms defined in the Supplemental Facility Agreement shall have the same meaning in this Form No. 395.

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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. 03838084

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE (SUPPLEMENTAL FACILITY AGREEMENT) DATED THE 4th FEBRUARY 2000 AND CREATED BY DEFENCE TRAINING SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HALIFAX plc, AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF THE OTHER FINANCE PARTIES (AS DEFINED) (THE "SECURITY AGENT") ON ANY ACCOUNT WHATSOEVER UNDER EACH OF THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd FEBRUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th FEBRUARY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE