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COMPANIES FORM No. 395

## Particulars of a mortgage or charge

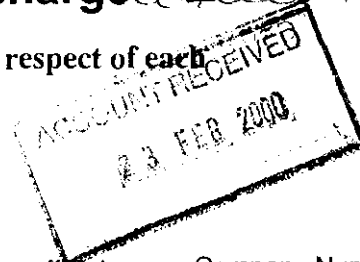
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# 395

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this margin

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



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)

Assignment of Contracts 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 "Assignment of Contracts")

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: 671/5615.58/171695

For official use

Mortgage Section

Post room



KLO  
COMPANIES HOUSE

\*K5WHY07A\*

0114  
22/02/00

Time critical reference

Under clause 3.1 of the Assignment of Contracts, the Company with full title guarantee has assigned to the Security Agent (as agent and trustee for itself and each of the other Finance Parties) all of the Company's rights, title, benefits and interest (present and future) in and to each of the contracts described in Schedule 1 of the Assignment of Contracts (the "Contracts") (including, without limitation, all moneys which at any time may be or become payable to the Company pursuant to or in respect of each of the Contracts and the benefit of any claims for damages in respect of any breach of any of the Contracts) to hold the same unto the Security Agent absolutely provided that if at any time the whole of the Secured Liabilities shall have been paid or discharged in full and the Company is not under any further actual or contingent liability under the Finance Documents, the Security Agent has covenanted (at the request and cost of the Company) to re-assign the Assigned Property to the Company or otherwise discharge the security constituted by the Assignment of Contracts.

Particulars as to commission allowance or discount (note 3)

N/A

Signed *Theodore Goddard* 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:-

▼ Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

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

CHFP025

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

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)

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

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legibly, preferably  
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bold block  
lettering

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

Please complete  
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block lettering

Schedule 1 of the Assignment of Contracts refers to the following contracts:

1. Project agreement dated on or about the date of the Assignment of Contracts made between The Secretary of State for Defence (1) and the Company (2).
2. Building contract dated on or about the date of the Assignment of Contracts made between the Company (1) and Jarvis Construction (UK) Limited (2).
3. Guarantee dated on or about the date of the Assignment of Contracts made between Jarvis plc (1) and the Company (2) in respect of the obligations of Jarvis Construction (UK) Limited under the building contract referred to in paragraph 2 above.
4. The agreement dated on or about the date of the Assignment of Contracts for the appointment of an Employer's Agent made between the Company (1) and EC Harris (2).
5. Facilities provision agreement dated on or about the date of the Assignment of Contracts made between the Company (1) and Jarvis Facilities Limited (2).
6. Guarantee dated on or about the date of the Assignment of Contracts made between Jarvis plc (1) and the Company (2) in respect of the obligations of Jarvis Facilities Limited under the facilities provision agreement referred to in paragraph 5 above.
7. Education contract dated on or about the date of the Assignment of Contracts made between the Company (1) and The Interactive College Limited (2).
8. Guarantee dated on or about the date of the Assignment of Contracts made between Nord Anglia Education plc (1) and the Company (2) in respect of the obligations of The Interactive College Limited under the education contract referred to in paragraph 7 above.
9. The consultants warranty dated on or about the date of the Assignment of Contracts made between Leach Rhodes Walker, Jarvis Construction (UK) Limited and the Company.
10. The consultants warranty dated on or about the date of the Assignment of Contracts made between Thorburn Colquhoun Limited, Jarvis Construction (UK) Limited and the Company.
11. The consultants warranty dated on or about the date of the Assignment of Contracts made between WSP North Limited, Jarvis Construction (UK) Limited and the Company.
12. The ISDA master agreement dated on or about the date of the Assignment of Contracts made between the Company (1) and Barclays Bank PLC (2) and any schedule or confirmation relating thereto.
13. The performance bond dated on or about the date of the Assignment of Contracts made between Jarvis Construction (UK) Limited, St. Paul International Insurance Company Limited and the Company relating to the building contract referred to in paragraph 2 above.
14. Any contract entered into at any time after the date of the Assignment of Contracts by the Company without the prior written consent of the Security Agent.

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write in this  
binding margin

## Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete  
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in black type, or  
bold block lettering

Company Number

3838084

Name of Company

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

\* delete if  
inappropriate

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)

Please complete  
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block lettering

Under Clause 4 of the Assignment of Contracts, the Company has covenanted with the Security Agent (as agent and trustee for itself and each of the other Finance Parties) that at no time during the subsistence of the security constituted by the Assignment of Contracts will the Company, except with the prior written consent of the Security Agent or as expressly permitted under the Senior Facility Agreement and the Subordinated Facility Agreement, create or permit to exist any Security Interest over all or any part of the Assigned Property (except any Permitted Security Interest).

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

**"Assigned Property"** means the Company's rights, title, benefits and interest (present and future) in and to each of the Contracts assigned by the Company to the Security Agent under clause 3.1 of the Assignment of Contracts;

**"Finance Documents"** means the Senior Finance Documents and the Subordinated Finance Documents;

**"Finance Parties"** means the Senior Finance Parties and the Subordinated Finance Parties;

**"Intercreditor Agreement"** shall have the meaning given in the Senior Facility Agreement;

**"Senior Facility Agreement"** means the senior facility agreement dated 4 February 2000 made between the Company, the RPI Hedging Guarantor, 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 and a debt service facility on the terms and conditions set out therein;

**"Senior Finance Documents"** means the Finance Documents (as defined in the Senior Facility Agreement) other than the Supplemental Facility Agreement, the Supplemental Facility Debenture and any Supplemental Facility Transfer Certificate;

**"Senior Finance Parties"** means the Senior Creditors (as defined in the Intercreditor Agreement);

**"Subordinated Facility Agreement"** shall have the meaning given to it in the Senior Facility Agreement;

**"Subordinated Finance Documents"** means the Finance Documents (as defined in the Subordinated Facility Agreement);

**"Subordinated Finance Parties"** means the Subordinated Creditors (as defined in the Intercreditor Agreement).

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

FILE COPY



## 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 AN ASSIGNMENT OF CONTRACTS 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) 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



C O M P A N I E S   H O U S E