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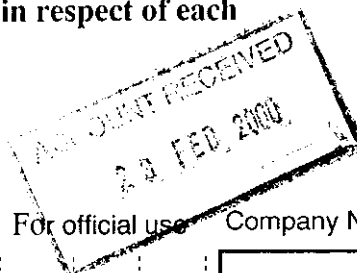
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**395****Particulars of a mortgage or charge** 00400024

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

Name of company

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

\*Insert full name of  
company

Date of creation of the charge

4 February 2000

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

Charge Over Construction Account and Revenues Account made between the Chargor (1), Halifax plc as agent and trustee for itself and each of the other Finance Parties (2), Halifax plc as RPI Hedging Guarantor (as defined in the Senior Facility Agreement) (the "**RPI Hedging**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly and severally or in any other capacity whatsoever) of the Chargor 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 (Ald5/172606)

For official use

Mortgage Section

Post room



Time critical reference

Under Clause 3.1 of the Charge Over Construction Account and Revenues Account, the Chargor as a continuing security for the payment and discharge of the Secured Liabilities, charged the Security Assets by way of first fixed charge in favour of the Security Agent (as agent and trustee for itself and each of the other Finance Parties).

Under Clause 4.2 of the Charge Over Construction Account and Revenues Account, unless and until all Secured Liabilities have been fully ascertained and fully repaid and discharged and the Chargor shall have no further actual or contingent liability under the Finance Documents, no Deposit shall be repayable (in whole or in part) by any Relevant Party to the Chargor (or any other person) unless the Security Agent otherwise directs in writing.

**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:-

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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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in black type, or  
bold block lettering

Company Number

3838084

Name of Company

Defence Training Services Limited (the "Chargor")

\* delete if  
inappropriate

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

**Guarantor**") (3), Halifax plc as Original Bank (as defined in the Senior Facility Agreement) (the "**Original Senior Bank**") (4), Halifax plc as Facility Agent (as defined in the Senior Facility Agreement) (the "**Senior Facility Agent**") (5), Halifax plc as Arranger (as defined in the Senior Facility Agreement) (the "**Senior Arranger**") (6), Halifax plc as Original Bank (as defined in the Subordinated Facility Agreement) (the "**Original Subordinated Bank**") (7), Halifax plc as Facility Agent (as defined in the Subordinated Facility Agreement) (the "**Subordinated Facility Agent**") (8), Halifax plc as Arranger (as defined in the Subordinated Facility Agreement) (the "**Subordinated Arranger**") (9) and Halifax plc (in this capacity the "**Account Bank**") (10) dated 4 February 2000 (the "**Charge Over Construction Account and Revenues Account**").

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

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black type, or bold  
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Under Clause 4.3 of the Charge Over Construction Account and Revenues Account unless and until all Secured Liabilities have been fully ascertained and fully repaid and discharged and the Chargor shall have no further actual or contingent liability under the Finance Documents, the Chargor shall not be entitled to withdraw any Deposit (or any part thereof) without the prior written consent of the Security Agent.

Under Clause 4.4 of the Charge Over Construction Account and Revenues Account, subject to Clause 2 of the Charge Over Construction Account and Revenues Account, each Relevant Party may, and is irrevocably authorised, without prior notice to the Chargor at any time or times without restriction to exercise in relation to any Deposit (or any part of it) all rights of consolidation or combination of accounts and to set off the whole or any part of any Deposit (whether or not then matured or payable) against any or all of the Secured Liabilities whether or not the Secured Liabilities shall have become due (and for this purpose each Relevant Party may estimate the amount of the Secured Liabilities and each Relevant Party may retain any Deposit (or any part of it) until the Secured Liabilities shall have been ascertained and thereafter apply any Deposit (or any part of it) in or towards satisfaction of the Secured Liabilities in such order as such Relevant Party thinks fit).

Under Clause 4.5 of the Charge Over Construction Account and Revenues Account and without prejudice to the provisions of Clause 4.4 of the Charge Over Construction Account and Revenues Account or any other right of any Finance Party, at any time on or after the occurrence of any Event of Default and whilst any Event of Default is continuing the Security Agent may and is irrevocably authorised without prior notice to the Chargor to transfer and/or to instruct the Account Bank to transfer all or any part of any Deposit to the Security Agent or as it may otherwise direct.

Under Clause 7 of the Charge Over Construction Account and Revenues Account, the Chargor may not, otherwise than in favour of the Security Agent or with the prior written consent of the Security Agent and in accordance with and subject to any conditions which the Security Agent may attach to such consent, create, grant, extend or permit to subsist any Security Interest (other than a Permitted Security Interest) over the Security Assets (or any part thereof) or permit or agree to any variation of the rights attaching to the Security Assets (or any part thereof).

#### **Definitions:**

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

"Accounts" means the Construction Account and the Revenues Account and  
"Account" means any one of them.

"Construction Account" means the account in the name of the Chargor designated "Defence Training Services Limited Construction Account" held by the Account Bank, account number 0742 1842.

"Construction Account Deposit" means the amount standing to the credit of the Construction Account from time to time (including accrued interest) and shall include, where the context requires, any portion of such amount.

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## 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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bold block lettering

Company Number

3838084

Name of Company

Defence Training Services Limited (the "Chargor")

\* delete if  
inappropriate

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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block lettering

**"Deposits"** means the Construction Account Deposit and the Revenues Account Deposit and **"Deposit"** means any one of them.

**"Event of Default"** means any Senior Event of Default and/or any Subordinated Event of Default.

**"Finance Documents"** means the Senior Finance Documents and the Subordinated Finance Documents and **"Finance Document"** shall mean any one of them.

**"Finance Parties"** means the Senior Finance Parties and the Subordinated Finance Parties and **"Finance Party"** shall mean any one of them.

**"Intercreditor Agreement"** shall have the meaning given to it in the Senior Facility Agreement.

**"Relevant Parties"** means the Security Agent, the RPI Hedging Guarantor, the Original Senior Bank, the Senior Facility Agent, the Senior Arranger, the Original Subordinated Bank, the Subordinated Facility Agent, the Subordinated Arranger and the Account Bank and **"Relevant Party"** means any one of them.

**"Revenues Account"** means the account in the name of the Chargor designated "Defence Training Services Limited Revenues Account" held by the Account Bank, account number 0742 1843.

**"Revenues Account Deposit"** means the amount standing to the credit of the Revenues Account from time to time (including accrued interest) and shall include, where the context requires, any portion of such amount.

**"Security Assets"** means all the rights, title and interests of the Chargor in the Deposits and the Accounts together with all interest thereon and all rights, benefits and proceeds thereof.

**"Senior Event of Default"** means any Event of Default (as defined in the Senior Facility Agreement).

**"Senior Facility Agreement"** means the senior facility agreement dated 4 February 2000 made between the Chargor, the RPI Hedging Guarantor, the Original Senior Bank, the Senior Arranger, the Senior Facility Agent and the Security Agent pursuant to which the Original Senior Bank has agreed (inter alia) to make a term loan facility and a debt service facility available to the Chargor 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).

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## Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete  
legibly, preferably  
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bold block lettering

Company Number

3838084

Name of Company

\* delete if  
inappropriate

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

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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**"Subordinated Event of Default"** means any Event of Default (as defined in the Subordinated Facility 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.

In this Form No. 395, any reference to any Account include any substitutes, renewals, redesignations and renumberings thereof from time to time.

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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 CHARGE OVER CONSTRUCTION ACCOUNT AND REVENUES ACCOUNT 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.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES