Nat West £10.00
503712

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

FEE PAID £ 10 COMPANIES HOUSE

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

M

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 3980770

Name of company

* UfI LEARNING SERVICES LIMITED (the "Company")

Date of creation of the charge

28 April 2000

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

Debenture dated 28 April 2000 between (1) the Company and (2) The Secretary of State for Education and Employment (the "Debenture")

Amount secured by the mortgage or charge

All moneys and liabilities (actual or contingent) for the time being due, owing or incurred in whatsoever manner by the Company to The Secretary of State

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

The Secretary of State for Education and Employment ("the Secretary of State")

Postcode

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

Pinsent Curtis
1 Park Row
LEEDS
LS1 5AB
(5744445)

NJB.103949.00223.MJS

Time critical reference

For official Use

Mortgage Section

Post room

H16LEQIU

HLE
COMPANIES HOUSE

0105
15/05/00

Short particulars of all the property mortgaged or charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Pinsent Curtis Date 15 May 2000

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

Name of Company: UfI LEARNING SERVICES LIMITED

Company Number: 3980770

SCHEDULE OF CHARGES, COVENANTS & RESTRICTIONS

contained in Debenture in favour of The Secretary of State for Education and Employment dated 28 April 2000

1. DEFINITIONS

In the Debenture:-

1.1 "**Account**" means the account into which the monies received by the Company are commonly paid in respect of any policies of insurance or assurance, fees, royalties, income or book or other debts or any of the rights and claims charged to the Secretary of State under clause 2.2 below with the Account Bank in the name of the Company or such further or other account or accounts as the Secretary of State may at any time stipulate;

1.2 "**Account Bank**" means the bank or banks in which the Account is held for the time being;

1.3 "**Charged Assets**" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking and assets of the Company expressed to be charged to the Secretary of State pursuant to clause 2 below;

1.4 "**Intellectual Property**" means all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

1.5 The expression "**the Secretary of State**" will include persons deriving title from the Secretary of State and, unless the context otherwise requires, all duly authorised representatives of the Secretary of State;

1.6 "**Secured Liabilities**" shall mean all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Secretary of State by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Secretary of State shall have been an original party to the relevant transaction, and including interest and other lawful charges or expenses which the Secretary of State may charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the Secretary of State's usual rates and practice as well after as before any demand made or decree, order or judgment obtained under this Debenture;

2. CHARGING PROVISIONS

The Company has charged to the Secretary of State for the payment or discharge of the Secured Liabilities:-

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Name of Company: Ufl LEARNING SERVICES LIMITED

Company Number: 3980770

2.1 by way of legal mortgage all the freehold and leasehold property at the date of the Debenture vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

2.2 by way of fixed charge:-

2.2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

2.2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under this Debenture;

2.2.3 all the Company's goodwill for the time being;

2.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or inuring to the benefit of the Company and the benefit of all rights and claims to which the Company is at the date of the Debenture or may be entitled under any contracts;

2.2.5 all present and future book and other debts and monetary claims of the Company whether payable at the date of the Debenture or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under clause 2.2.2);

2.2.6 all present and future plant and machinery not otherwise charged under this Clause 2 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and

2.2.7 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

2.3 by way of floating charge all the Charged Assets not effectively otherwise charged by this Clause 2 including Intellectual Property, and including (without limitation) any immovable property of the Company in Scotland and any Charged Assets in Scotland falling within any of the types mentioned in clause 2.2, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Charged Assets having priority over or ranking pari passu with the floating charge created by this clause (otherwise than in favour of the Secretary of State) and the Company will have no power without the consent of the Secretary of State to part with or dispose of any part of those Charged Assets except by way of sale in the ordinary course of its business.

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Name of Company: Ufl LEARNING SERVICES LIMITED

Company Number: 3980770

3. CONVERSION OF THE FLOATING CHARGE

The Secretary of State may at any time, by notice to the Company, immediately convert the floating charge created under clause 2.3 into a fixed charge over any Charged Assets specified in that notice and the floating charge will, without notice from the Secretary of State, automatically be converted with immediate effect into a fixed charge:-

3.1 in respect of any Charged Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition;

3.2 in respect of all the Charged Assets charged under clause 2.3 if and when the Company ceases to carry on business or to be a going concern; and

3.3 in respect of all Charged Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order.

4. RESTRICTIONS ON CHARGES AND DISPOSALS

The Company will not without the previous written consent of the Secretary of State:-

4.1 create or attempt to create or permit to subsist any mortgage, charge, lien or encumbrance on any Charged Asset charged under this Debenture except the Company is permitted to create any encumbrance:-

4.1.1 arising pursuant to an order of attachment, garnishee order or injunction restraining disposal of assets or similar legal process or arising in connection with court proceedings which are being contested by the Company in good faith;

4.1.2 arising by operation of law or contained in a contract for the sale of goods or supply of services entered into in the ordinary course of trade of the Company creating the same;

4.1.3 over or affecting any asset acquired by the Company after the date hereof and subject to which such asset is acquired and which is subject to, if required, inter-creditor arrangements satisfactory to the Secretary of State;

4.1.4 which is an encumbrance (a "substitute security interest") which replaces any encumbrance permitted by this clause 4.1 and which secures an amount not exceeding the principal amount secured by such permitted encumbrance and in such circumstances when such permitted encumbrance will be realised as a consequence of such substitute security interest being granted together with any interest accruing on such amounts from the date such substitute security interest is created or arises and any fees or expenses incurred in relation thereto;

4.1.5 over or affecting an asset where such encumbrance was granted in connection with the acquisition of such asset and on terms such that the maximum amount secured by

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such security interest may not exceed the value of such asset in the event of a sale or disposal thereof;

4.1.6 pursuant to any banker's lien or right of set-off arising by operation of law or pursuant to the relevant bank's standard account opening document in the ordinary course of banking transactions; and

4.1.7 in favour of the Secretary of State; or

4.2 dispose of or part with possession in any way or grant or accept a surrender of any lease or licence of or share occupation of any Charged Asset charged by way of fixed charge or mortgage; or

4.3 dispose of or part with any of the Charged Assets charged by way of floating charge except in the ordinary course of business by way of sale or in any way dispose of the equity of redemption of any such Charged Asset or any interest in any such Charged Asset and the Company applies (and will apply), to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:-

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

5. FURTHER ASSURANCE

The Company (at its own cost) will on demand in writing by the Secretary of State execute and deliver in such form as the Secretary of State may reasonably require, or in the case of a subsidiary of the Company procure execution and delivery of:-

5.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2.1 and of any freehold or leasehold property acquired by the Company after the date of this Debenture;

5.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;

5.3 a fixed charge or assignment in security of any Charged Asset subject to a floating charge under clause 2.3; and

5.4 a chattel mortgage over such chattels, plant and machinery as the Secretary of State may specify;

and the Company will do and concur in all such other acts or things as the Secretary of State may deem necessary to vest in the Secretary of State title to all or any of the Charged Assets.

6. CONTROL OF MONEYS RECEIVED

The Company will pay into the Account all moneys which it receives in respect of any policies of insurance or assurance, fees, royalties, income or book or other debts or any other of the rights and

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claims charged to the Secretary of State under clause 2.2 and until such payment hold all moneys so received upon trust for the Secretary of State and will not without the prior written consent of the Secretary of State charge, factor, discount, or assign any of those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so or otherwise deal with them except for the purpose of collecting them in and paying them as required by this clause.

7. DEALINGS WITH PROPERTY REQUIRING SECRETARY OF STATE'S CONSENT

While this Debenture subsists:-

7.1 no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the freehold and leasehold property charged under this Debenture will be capable of being exercised by the Company without the previous written consent of the Secretary of State;

7.2 the Company shall not be entitled to part with possession (otherwise than on the determination of any lease, tenancy or licence) of any property hereby charged, or to share the occupation thereof with any other person or persons, or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property hereby charged without such consent as aforesaid;

7.3 Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to this Debenture.

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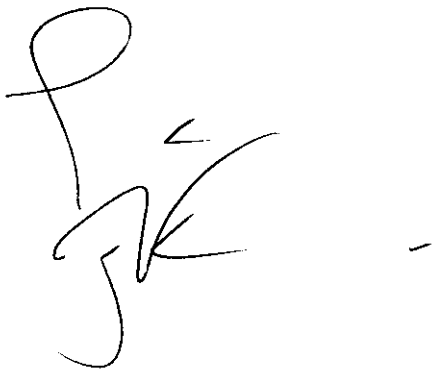
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03980770

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th APRIL 2000 AND CREATED BY UFI LEARNING SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECRETARY OF STATE FOR EDUCATION AND EMPLOYMENT ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MAY 2000.



THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

COMPANIES HOUSE

HC026