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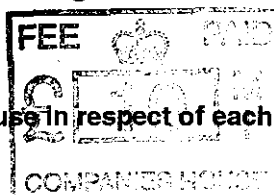
COMPANIES FORM No 395

Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the 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

4119823

Name of Company

* FocusEducation Limited (the "Chargor")

Date of creation of the charge

6 February 2003

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

Share Charge created by FocusEducation Limited as the Chargor in favour of The Governor and Company of the Bank of Scotland as the Security Trustee for the Senior Creditors (the "Security Trustee") (the "Share Charge").

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland as Security Trustee for the Senior Creditors

Level 7, 155 Bishopsgate

London

Postcode

EC2M 3YB

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

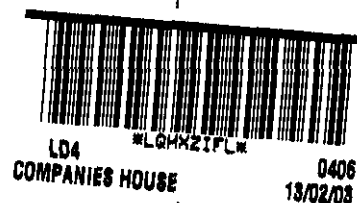
Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: VJC

Please return
via
CH London Counter

For official Use
Mortgage Section

Post room



Time critical reference

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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



Date 12-2-03

On behalf of chargee

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

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 including 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

Page 2

Name of Company

FocusEducation Limited (the "Chargor")

Company Number

4119823

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Share Charge as meaning all moneys, debts and liabilities which are, at the date of the Share Charge, or have been or at any times after the date of the Share Charge may be or become due, owing or incurred by the Borrower to any Senior Creditor under or in connection with any Senior Lender Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise).

10

Short particulars of all the property mortgaged or charged

The Chargor, as legal and beneficial owner, and as security for the payment of all Liabilities, charges in favour of the Security Trustee (as trustee for the Senior Creditors) by way of first fixed charge and pledge all its present and future Shares and Dividends.

Note (1): The Share Charge provides that:

1.1 Security

Except for the Charges, the Chargor shall not create nor permit to subsist any Security over any Charged Assets.

1.2 Disposal

The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Assets except, in the case of Dividends, as permitted by the *Dividends before enforcement* clause of the Share Charge (see below).

1.3 Further assurance

The Chargor shall promptly execute and do all such assurances, acts and things as the Security Trustee may:

- (a) reasonably require for perfecting or protecting the Charges created or intended to be created by the Share Charge or the priority of the Charges; or
- (b) require, after the occurrence of an Enforcement Event, for facilitating the realisation of the Charged Assets or the exercise of any Rights vested in the Security Trustee, any Receiver or any Delegate,

and shall in particular (without prejudice to the generality of the foregoing) execute all transfers, conveyances, assignments and assurances of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and give all notices, orders or directions (whether conditional or unconditional) which the Security Trustee may think expedient.

2. General undertakings

The Chargor shall not do, nor permit to be done, anything which could prejudice the Charges.

3. Charged Shares**3.1 Voting before enforcement**

Subject to *Voting after enforcement* (below), the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share as it sees fit where:

- (a) it does so for a purpose not inconsistent with any Senior Lender Finance Document; and
- (b) the exercise of or failure to exercise those rights would not have an adverse effect on the value of the relevant Shares or the Charged Assets and would not otherwise prejudice the interests of any Senior Creditors under any Senior Lender Finance Document,

Short particulars of all the property mortgaged or charged

and the Security Trustee will use its reasonable endeavours to comply or procure compliance with any directions of the Chargor in respect of the exercise of those rights and shall deliver to the Chargor any forms of proxy it reasonably requires in connection with that exercise.

3.2 Voting after enforcement

At any time while an Enforcement Event is continuing:

- (a) the Security Trustee shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share as it sees fit; and
- (b) the Chargor shall comply or procure the compliance with any directions of the Security Trustee in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Trustee such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

3.3 Dividends before enforcement

Subject to *Restriction on Distributions* and *Order of Payment* under the Common Terms Agreement and subject to *Dividends after enforcement* (below), the Chargor is entitled to retain any cash income derived from the Shares and the Security Trustee shall (or, as the case may be, ensure that its nominee shall) pay the same to the Chargor or as it may direct.

3.4 Dividends after enforcement

At any time while an Enforcement Event is continuing the Security Trustee (or, as the case may be, its nominee) shall be entitled to retain any Dividend received by it and apply the same as the Security Trustee sees fit.

4. Retention of security

If the Security Trustee considers that any amount paid or credited to any Senior Creditor under any Senior Lender Finance Document is capable of being avoided or otherwise set aside on the Winding-up of the Borrower or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

Short particulars of all the property mortgaged or charged

Note (2): In this Form, except to the extent that the context requires otherwise:

"Account Bank" means The Governor and Company of the Bank of Scotland as holder of the Project Accounts.

"Account Bank Agreement" means the agreement dated on or about the date of the Common Terms Agreement between the Borrower, the Account Bank, the Security Trustee and the Global Agent in relation to the establishment and operation of the Project Accounts held with the Account Bank together with any bank mandates, fee letters or safekeeping agreements agreed between the Borrower and the Account Bank in relation thereto.

"Additional EIB Security" means any security interest created in favour of EIB as contemplated by the EIB Finance Contract.

"Advance" means an advance under the Base Credit Facility, the Equity Bridge Facility or the Cash Tranche of the Guarantee Facility made, or to be made, by the Base Credit Banks, the Equity Bridge Banks or the Guarantee Banks, as the case may be, under the Banks Facility Agreement or, as the case may be, the outstanding principal amount of any such advance.

"Approved Hedging Programme" means at any time the Original Hedging Agreement and such other agreements for the management of the Borrower's exposure to changes in floating rates of interest as the Global Agent may approve.

"Arranger" means The Governor and Company of the Bank of Scotland as arranger.

the **"Assets"** of any Person means all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues), Rights and uncalled capital wherever situated.

"Banks" means, at any time, the banks and financial institutions having Outstandings and/or Commitments under the Common Terms Agreement.

"Banks Agent" means The Governor and Company of the Bank of Scotland as agent for the Banks.

"Banks Facility Agreement" means the €66,961,000 facility agreement dated on or about the date of the Common Terms Agreement between, *inter alia*, the Borrower, the Banks Agent and the Arranger.

"Base Credit Banks" means the Banks from time to time having Base Credit Commitments.

"Base Credit Commitment" means, in relation to a Bank at any time, and subject as provided in the Banks Facility Agreement, the amount (if any) set opposite its name in Schedule 1 of the Banks Facility Agreement under the heading "Base Credit" (or, as provided in any Transfer Certificate by which such Bank acquires a participation in the Base Credit Facility under the Banks Facility Agreement) as the same may be cancelled or reduced from time to time in accordance with the Banks Facility Agreement.

"Base Credit Facility" is the term loan facility in an aggregate amount not exceeding €29,775,000 granted to the Borrower by the Base Credit Banks under the Banks Facility Agreement.

"Base Credit Outstandings" means, in relation to a Bank at any time, the aggregate of its share of all (if any) Advances outstanding under the Base Credit Facility.

"Borrower" means FocusEducation (NMC) Limited as borrower.

"Borrower Assignment of Accounts, Insurances and Agreements" means the English law assignment of accounts, insurances and agreements dated on or about the date of the Common Terms Agreement created by the Borrower in favour of the Security Trustee.

Short particulars of all the property mortgaged or charged

"Borrower Debenture" means the fixed and floating security debenture entered into by the Borrower in favour of the Security Trustee on or about the same date as the Common Terms Agreement.

"Cash Tranche" is the revolving loan facility tranche of the Guarantee Facility.

"Cash Tranche Commitment" means, in relation to a Guarantee Bank at any time, and subject as provided in the Banks Facility Agreement, the amount (if any) set opposite its name in Schedule 1 of the Banks Facility Agreement under the heading "Cash Tranche Commitment" (or as provided in any Transfer Certificate by which such Bank acquires a participation in the Guarantee Facility under the Banks Facility Agreement) as the same may be cancelled or reduced from time to time in accordance with the Banks Facility Agreement.

"Cash Tranche Outstandings" means, in relation to a Bank at any time, the aggregate of its share of all (if any) Advances outstanding under the Cash Tranche.

"Charged Assets" means the Assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets.

"Charges" means all or any of the Security created (or expressed to be created) pursuant to the Share Charge.

"Commitment" means, in relation to a Bank at any time, its Base Credit Commitment, its Equity Bridge Commitment and its Guarantee Commitment.

"Commitment Percentage" means, in relation to a Guarantee Bank, the proportion which its Guarantee Commitment bears to the Total Guarantee Commitment

"Common Terms Agreement" means the common terms agreement dated at or about the date of the Share Charge between, among others, the Security Trustee, the Company, The Governor and Company of the Bank of Scotland as Banks Agent and European Investment Bank.

"Company" means the Borrower.

"Construction Contract" means the agreement dated on or about the date of the Share Charge between the Borrower and the Contractor relating to the design, construction and commissioning of the Facility by the Contractor.

"Contractor" means Bovis Lend Lease Limited (or any of its permitted successors or assigns) or any Person from time to time acting as a contractor to the Borrower under a contract replacing the Construction Contract.

"Contractor Direct Agreement" means the agreement dated on or about the date of the Share Charge between, inter alia, the Borrower, the Security Trustee, the Global Agent and the Contractor in respect of the Construction Contract.

"Counter Indemnity" means the counter indemnity dated on or about the date of the Common Terms Agreement between the Borrower and The Governor and Company of the Bank of Scotland pursuant to which the Borrower agrees to indemnify The Governor and Company of the Bank of Scotland against all actions, proceedings, liabilities, claims, costs and expenses which it suffers or incurs under a guarantee given by it in favour of the Original Hedging Counterparty.

"Delegate" means a delegate or sub-delegate appointed, directly or indirectly, by the Security Trustee under the Share Charge to exercise such rights as are exercisable by the Security Trustee under any Senior Lender Finance Document.

Short particulars of all the property mortgaged or charged

"Direct Agreements" means:

- (a) the Contractor Direct Agreement;
- (b) the Service Provider Direct Agreements; and
- (c) the Funder Direct Agreement.

"Dividends" means, in relation to any Share, all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share.

"EIB" means the European Investment Bank.

"EIB Finance Contract" means the finance contract dated on or about the date of the Common Terms Agreement between EIB and the Borrower.

"Enforcement Event" means the occurrence of an event of default or the like (howsoever described) under the Senior Lender Finance Documents and the delivery of instructions in accordance with the Senior Lender Finance Documents to the Security Trustee instructing it to enforce any of its rights under the Security Documents.

"Equity Bridge Banks" means the Banks from time to time having Equity Bridge Commitments.

"Equity Bridge Commitment" means, in relation to a Bank at any time, and subject as provided in the Banks Facility Agreement, the amount (if any) set opposite its name in Schedule 1 of the Banks Facility Agreement under the heading "Equity Bridge" (or as provided in any Transfer Certificate by which such Bank acquires a participation in the Equity Bridge Facility under the Banks Facility Agreement) as the same may be cancelled or reduced from time to time in accordance with the Banks Facility Agreement.

"Equity Bridge Facility" is the equity bridge facility in an aggregate amount not exceeding €6,505,000 granted to the Borrower by the Equity Bridge Banks under the Banks Facility Agreement.

"Equity Bridge Outstandings" means, in relation to any Bank at any time, the aggregate of its share of all (if any) Advances under the Equity Bridge Facility.

"Euro" or "€" means the single currency unit of the European Union as constituted by the Treaty on European Union

"Facility" means the education accommodation and simulation equipment, (or any part of it), to be designed, constructed and operated pursuant to the Project Agreement.

"Fees Letters" means the fees letters referred to in the Common Terms Agreement and the Banks Facility Agreement.

"FM Services Provider" means Bovis Lend Lease Limited trading as Bovis Lend Lease Facilities Management (or any of its permitted successors or assigns) or any Person acting as a facilities

Short particulars of all the property mortgaged or charged

management services provider to the Borrower under a contract replacing the FM Services Sub-Contract as permitted by the Common Terms Agreement.

"FM Services Sub-Contract" means the agreement dated on or about the date of the Share Charge between the FM Services Provider and the Borrower.

Funder Direct Agreement means an agreement entered into on or before the date of the Project Agreement between the Minister, the Operator, the security trustee, the agent, the hedge counterparty and the Junior Lender.

"GH Shares" means shares of any class in the capital of Group Holdings.

"Global Agent" means The Governor and Company of the Bank of Scotland as agent for the Senior Lenders.

"Group Holdings" means the Chargor.

"Guarantee Bank" means any Bank from time to time having Guarantee Commitments

"Guarantee Commitment" means, in relation to a Bank at any time, the aggregate of its L/C Tranche Commitment and its Cash Tranche Commitment.

"Guarantee Facility" is the guarantee facility in an aggregate amount not exceeding €30,681,000 granted to the Borrower by the Guarantee Banks under the Banks Facility Agreement.

"Guarantee Outstandings" means, in relation to a Bank at any time, the aggregate of its L/C Tranche Outstandings and its Cash Tranche Outstandings.

"Hedging Agreements" means the Original Hedging Agreements, and any other agreement entered into pursuant to the Approved Hedging Programme.

"Hedging Counterparty" means the Original Hedging Counterparty and any party acceding to the Common Terms Agreement in accordance with the Common Terms Agreement as a Hedging Counterparty.

"Hedging Security Documents" means the ISDA Specific Debenture and any other document entered into from time to time by the Borrower in favour of the Original Hedging Counterparty by way of guarantee or other similar assurance of, and security for amounts owed to, the Original Hedging Counterparty under the Hedging Agreements but, for the avoidance of doubt, excluding any document listed in paragraphs (a) to (d) (inclusive) of the definition of Security Documents.

"Investor" means each of Bovis Lend Lease Holdings Limited and Uberior Infrastructure Investments (NO 2) Limited in their capacity as subscribers of Loan Stock.

"ISDA Specific Debenture" means the fixed and floating security debenture entered into by the Borrower in favour of the Original Hedging Counterparty on or about the same date as the Common Terms Agreement.

"Junior Creditor" means Bovis Lend Lease Holdings Limited and Uberior Infrastructure Investments (No. 2) Limited in their capacities as both Investors and shareholders of GH Shares (together with Group Holdings as holder of the shares of any class in the capital of the Company).

"Junior Lender" means each of Bovis Lend Lease Holdings Limited and Uberior Infrastructure Investments (No.2) Limited.

"L/C Tranche Commitment" means, in relation to a Guarantee Bank at any time, and subject as provided in the Banks Facility Agreement, the amount (if any) set opposite its name in Schedule 1 of the Banks

Short particulars of all the property mortgaged or charged

Facility Agreement under the heading "L/C Tranche Commitment" (or as provided in any Transfer Certificate by which such Bank acquires a participation in the Guarantee Facility under the Banks Facility Agreement) as the same may be cancelled or reduced from time to time in accordance with the Banks Facility Agreement.

"L/C Tranche Outstandings" means, in relation to a Guarantee Bank at any time, the aggregate of its Commitment Percentage of (i) the Letter of Credit Limit and (ii) the amount drawn under the Letter of Credit pursuant to a non-payment demand.

"Letter of Credit" or **"L/C"** means an irrevocable documentary letter of credit in, or substantially in, the form set out in Schedule 5 of the Banks Facility Agreement.

"Letter of Credit Limit" means at any time the aggregate undrawn face amount of each Letter of Credit.

"Loan Stock" means the loan notes due 31 August 2029 of the Company constituted by the Loan Stock Deed.

"Loan Stock Deed" means the deed poll of the Company in the agreed form constituting the Loan Stock.

"Minister" means The Minister for Education and Science of the Minister's Office, Department of Education, Marlborough Street, Dublin 1.

"Operator" means FocusEducation (NMC) Limited.

"Original Hedging Agreements" means the ISDA Master Agreement dated on or about the date of the Common Terms Agreement between the Borrower and the Original Hedging Counterparty and the confirmation(s) of the same date thereunder, and any ancillary documentation relating thereto (including the Counter Indemnity).

"Original Hedging Counterparty" means HBOS Treasury Services Plc as original hedging counterparty.

"Outstandings" means, in relation to a Bank at any time, its Base Credit Outstandings, its Equity Bridge Outstandings and its Guarantee Outstandings.

a **"Person"** means any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case, whether or not having a separate legal personality).

"Project" means the project to design, construct, finance, operate and maintain the education accommodation and simulation equipment for the National Maritime College at Ringaskiddy Co. Cork., as set out in the Project Agreement.

"Project Accounts" means:

- (i) a proceeds account - Account number 09615001/Sort Code 12-27-14;
- (ii) an operating account - Account number 09615002/Sort Code 12-27-14;
- (iii) a life cycle maintenance reserve account - Account number 09615003/Sort Code 12-27-14;
- (iv) an insurance proceeds account - Account number 09615004/Sort Code 12-27-14;
- (v) a senior debt service reserve account - Account number 09615005/Sort Code 12-27-14;
- (vi) a distribution account - Account number 09615006/Sort Code 12-27-14;
- (vii) a tax reserve account - Account number 09615007/Sort Code 12-27-14;
- (viii) a prepayment account - Account number 09615008/Sort Code 12-27-14;

Short particulars of all the property mortgaged or charged

- (ix) a drawdown account - Account number 09615009/Sort Code 12-27-14;
- (x) a simulation services reserve account - Account number 09615010/Sort Code 12-27-14;

in the name of the Borrower at the relevant branch of the Account Bank and denominated in Euros, as set out under the heading *Borrower Project Accounts* in the Common Terms Agreement.

"Project Agreement" means the project agreement dated on or about the date of the Common Terms Agreement between the Borrower, the Minister and the Cork Institute of Technology in relation to the Project.

"Receiver" means any one or more receivers and/or managers appointed in respect of the Charged Assets (whether appointed pursuant to the Share Charge, pursuant to any statute, by a court or otherwise).

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).

"Security" means any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement securing any obligations of any Person or any other type of preferential arrangements (including, without limitation, title retention and sale-and-leaseback arrangements) having a similar effect on the insolvency of the relevant Person.

"Security Documents" means:

- (a) the Borrower Assignment of Accounts, Insurances and Agreements
- (b) the Direct Agreements
- (c) the Borrower Debenture
- (d) the Share Charge, and
- (e) the Hedging Security Documents and

any other present or future documents evidencing or creating any Security over any asset of the Borrower to secure any obligations of the Borrower to a Senior Creditor under the Senior Lender Finance Documents, excluding for the avoidance of doubt each Letter of Credit and any Additional EIB Security.

"Senior Creditors" means the Security Trustee, the Global Agent, the Banks Agent, the Senior Lenders, the Arranger, the Account Bank and the Hedging Counterparties.

"Senior Lenders" means the Banks and EIB.

"Senior Lender Finance Documents" means

- (a)
 - (i) the Banks Facility Agreement
 - (ii) the EIB Finance Contract
 - (iii) the Security Documents
 - (iv) the Common Terms Agreement
 - (v) the Subordination Deed
 - (v) the Account Bank Agreement
 - (vi) the Fees Letters

Short particulars of all the property mortgaged or charged

- (vii) the Original Hedging Agreement and any other Hedging Agreement effected pursuant to the Approved Hedging Programme
- (b) all agreements and other documents executed from time to time pursuant to any of the foregoing to which the Global Agent and/or the Security Trustee and/or any other Senior Creditor is a party which the Security Trustee agrees shall be a Senior Lender Finance Document.

"Service Providers" means the FM Services Provider and the Simulation Services Provider.

"Service Provider Direct Agreements" means the agreements dated on or about the date of the Share Charge between the Borrower, the Security Trustee, the Global Agent and each Service Provider in respect of its respective Service Provider Sub-Contract.

"Service Provider Sub-Contracts" means the FM Services Sub-Contract and the Simulation Services Sub-Contract.

"Shares" means all present and future shares in the Borrower, including the shares issued and outstanding at the date of the Share Charge (being, €50,000 fully paid ordinary shares, comprising 39,998 A Shares and 2 B Shares, each having a nominal value of €1.25).

"Shareholders" means the shareholders of the Borrower from time to time, being, at the date hereof, FocusEducation Limited.

"Simulation Services Provider" means Kongsberg (or any of its permitted successors or assigns) or any Person acting as a simulation service provider to the Borrower under a contract replacing the Simulation Services Sub-Contract as permitted by the Common Terms Agreement.

"Simulation Services Sub-Contract" means the agreement dated on or about the date of the Common Terms Agreement between the Simulation Services Provider and the Borrower relating to the provision of projector replacement services.

"Subordination Deed" means the subordination deed dated on or about the date of the Common Terms Agreement between the Security Trustee, the Global Agent, the Junior Creditors, the Borrower, the Shareholders and any Hedging Counterparty.

"Total Guarantee Commitment" means, at any time, the aggregate of the Guarantee Commitments of the Guarantee Banks.

"Transfer Certificate" means a transfer certificate substantially in the form set out in the Banks Facility Agreement.

the **"Winding-up"** of a Person also includes the amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger or consolidation of that Person or the appointment of an examiner to that Person, and any equivalent or analogous procedure under the law of any jurisdiction.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04119823

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 6th FEBRUARY 2003 AND CREATED BY FOCUSEDUCATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO ANY SENIOR CREDITOR ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th FEBRUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

*Le
Ram*