

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

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Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

R

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]  
[ ] [ ] [ ] [ ] [ ] [ ]  
[ ] [ ] [ ] [ ] [ ] [ ]

405180

Name of company

\* The Outward Bound Trust Limited

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company

Date of creation of the charge

24th April 1995

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

Debenture

Amount secured by the mortgage or charge

All monies which may now or at any time in the future be due, owing or incurred by The Outward Bound Trust Limited ("the Borrower") to the Trustees of The Duke of Edinburgh's Award ("the Lender") pursuant to a Loan Agreement dated 24th April 1995 whether alone severally or jointly together with interest charges and other expenses.

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

The Trustees of The Duke of Edinburgh's Award, a charity  
registered under No: 306026 of Guliver House, Madeira Walk,  
Windsor, Berkshire Postcode SL4 1UE.

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

GOULDENS  
22 TUDOR STREET  
LONDON  
EC4Y 0JJ

For official Use

Mortgage Section

REGISTERED

28 APR 1995

Post room

KLO \*KHBZ5AXN\* 71  
COMPANIES HOUSE 28/04/95

Time critical reference

Short particulars of all the property mortgaged or charged

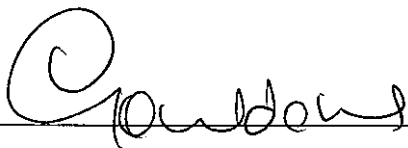
1. By way of first legal mortgage the property referred to in Part I of Schedule 2 to the Debenture together with all buildings, trade and other fixtures, fixed plant and machinery.
2. By way of second legal mortgage the property referred to in Part II of Schedule 2 to the Debenture together with all buildings, trade and other fixtures fixed plant and machinery.
3. By way of first fixed charge:-
  - (i) all other freehold, leasehold and other removable property now or in the future belonging to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery.

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

Signed



Date

28th April 1995.

On behalf of [~~company~~][chargee]\*

\* delete as appropriate

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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## Particulars of a mortgage or charge (continued)

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

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

Company number

405180

Name of company

\*  
delete if  
inappropriate

The Outward Bound Trust Limited

Limited\*

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

Please do not  
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bold block  
lettering

- (ii) all plant and machinery now or in the future belonging to the Borrower other than fixed plant and machinery
- (iii) all book debts or other debts now or in the future due or owing to the Borrower
- (iv) all stocks, shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom
- (v) the goodwill of the Borrower and its uncalled capital for the time being
- (vi) all patents, trade marks, service marks, designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Borrower.

4. By way of first floating charge the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by the Debenture.

NOTE: The Debenture provides that the Borrower will not without the prior written consent of the Lender:-

- (a) create or permit to subsist any mortgage, charge, pledge, hypothecation, lien (other than a lien arising by operation of law) or other security interest on any of its assets ranking in priority or pari passu with the charges created by the Debenture
- (b) sell, transfer, lease, lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant or any option for any such sale, transfer, lease, loan or other disposal
- (c) part with possession of any of its property or grant or agree to grant any option or any licence, tenancy or other right of occupation to any person or exercise powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture

Names and addresses of the persons entitled to the charge (continued)

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## Particulars of a mortgage or charge (continued)

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

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

Company number

405180

Name of company

\*  
delete if  
inappropriate

The Outward Bound Trust Limited

Limited\*

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

1

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



and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restrictions any time after the Lender has demanded payment or discharge of any of the monies, obligations and liabilities secured by the Debenture

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

- (d) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Borrower except for the purpose of effecting repairs or replacing the same.

Names and addresses of the persons entitled to the charge (continued)

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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. 00405180

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th APRIL 1995 AND CREATED BY OUTWARD BOUND TRUST LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE TRUSTEES OF THE DUKE OF EDINBURGH'S AWARD UNDER A LOAN AGREEMENT OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MAY 1995.



A. J. WAKEHAM

for the Registrar of Companies

Post  
2.5  
HL.



C O M P A N I E S H O U S E

HC026B