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

Companies Form No 395

Particulars of a mortgage or charge**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

To the Registrar of Companies
(Address overleaf – Note 6)

For official use

Company number

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06198271

Name of company

* PRIME EDUCATION AND TRAINING LIMITED (“the Company”)

Date of creation of the charge

25 APRIL 2008

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

MORTGAGE DEBENTURE made between (1) the Company and (2) AIB Group (UK) plc (“the Bank”)
--

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to the Bank
--

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

AIB Group (UK) plc	4 QUEENS SQUARE, BELFAST
	Postcode BT1 3D5

Presentor's name address and
reference (if any)

Thomas Eggar LLP DX 85715 Crawley
Time critical reference

For official Use
Mortgage Section

THURSDAY



ALZ23ZCA
A31 01/05/2008 251
COMPANIES HOUSE

9(9944/153(111))
395

Short particulars of all the property mortgaged or charged

- 1 A charge by way of Legal Mortgage over the following property and the proceeds of sale thereof ("the Legally Mortgaged Property") - [INSERT DETAILS]
25 BELKENHAM ROAD, BELKENHAM, KENT BR3 4PR
(REGISTERED TITLE NO. SSL 644872), AND
27 BELKENHAM ROAD, BELKENHAM, KENT BR3 4PR
(REGISTERED TITLE NO. K133093)
- 2 A fixed equitable charge over the Company's estate or interest in all freehold and/or leasehold property now or at any time belonging to or charged to the Company (other than the property described in 8 below) and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing ("the Equitably Charged Property")

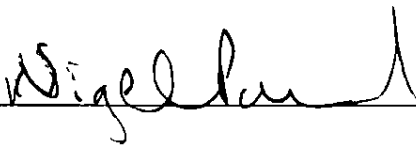
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Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

25 APRIL 2008

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 The address of the Registrar of Companies is

Companies House,
Crown Way,
Mandy
CARDIFF CF4 3UZ

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COMPANIES FORM No 395 (Cont) AND FORM No 410 (Scot)(Cont)

CHA230

Particulars of a mortgage or charge
(Continued)

Please complete legibly,
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Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

06198271

Name of company

PRIME EDUCATION AND TRAINING

Limited*

* Delete if
inappropriate

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

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Short particulars of all the property mortgaged or charged (continued)

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- 3 A fixed charge over all stocks, shares and/or other securities now or at any time owned by the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in (or from) any body corporate together with all rights in respect of or incidental to such stock, shares and other securities ("the Securities")
- 4 A fixed charge over the goodwill, licences, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property")
- 5 A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator)
- 6 A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade)("the Equipment")
- 7 A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking
- 8 A charge by way of Legal Mortgage over the following property and the proceeds of sale thereof ("the Legally Mortgaged Property") -

N B The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from -

- (a) creating any mortgage, or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities the Equipment or the Legally Mortgaged Property or any part of or interest in the same,
- (b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property, and
- (c) parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence or right to occupy it or any part thereof



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6198271
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
25 APRIL 2008 AND CREATED BY PRIME EDUCATION AND
TRAINING LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) PLC
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 1 MAY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**