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COMPANIES FORM No. 395

092500-100

Particulars of a mortgage or charge

395

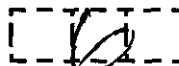
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02107585

Name of company

* The Ryes School Limited (the "Chargor")

Date of creation of the charge

8 November 2002

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to the Bank (as hereinafter defined) at any time and from time to time by a Debtor (as herinafter defined) whether:

- (i) they arise before or after the Bank (defined as aforesaid) has demanded that they are repaid or carried out;
 - (ii) they are owed or to be carried out immediately or only after a stated event has occurred;
 - (iii) the Debtor (as defined) owes or is to carry them out on his own or jointly with any other persons;
 - (iv) the Debtor (as defined) owes or is to carry them out on his own account or as guarantor for other persons; together with Interest (as defined) upon them and Expenses (as defined) relating to them;
- (the "Debt").

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

The Governor and Company of the Bank of Scotland (the "Bank", as further defined below)
Security Documentation Team, Specialist Functions Unit, Support Services, 1st Floor, 2 Robertson
Avenue, Edinburgh

Postcode EH11 1PZ

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

Stephenson Harwood
One St. Paul's Churchyard
London
EC4M 8SH

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0456
25/11/02

Time critical reference
A1238/2808411/41-23607

Short particulars of all the property mortgaged or charged

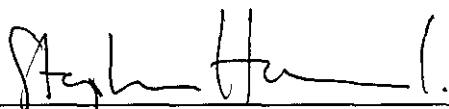
1. The Chargor with full title guarantee charges as security for the Debt:-
 - 1.1 by way of legal mortgage the Property (as hereinafter defined);
 - 1.2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property (as hereinafter defined);
 - 1.3 by way of fixed charge any goodwill relating to the Property (as defined) or the business or undertaking conducted at the Property (as defined);
 - 1.4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property (as hereinafter defined) on or at any time after the date of the Charge;
 - 1.5 by way of assignment the Rental Sums (as hereinafter defined) together with the benefit of all rights and remedies of the Chargor relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;
 - 1.6 by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and
- (see 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)

None

Signed



Date 22 November 2002

On behalf of ~~XXXXXX~~ [mortgagee/chargee]

Solicitors for the Bank

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 CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

02107585

Name of Company

The Ryes School Limited (the "Chargor")

XXXXXX

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

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

1.7 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property (defined as aforesaid) or the business or undertaking conducted at the Property (defined as aforesaid).

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

DEFINITIONS:

1. "Bank" means the Governor and Company of the Bank of Scotland and also any person:
 - (i) who claims any title to or interest in the Charge from the Bank.
 - (ii) to whom the Bank's interest in all or part of the Charge is transferred; or
 - (iii) to whom the business of the Bank is transferred.
2. "Borrower" means any and every person who is referred to in the Charge as the Borrower and also:
 - (i) the Borrower's personal representatives; and
 - (ii) any person who claims any estate, right or interest from or through the Borrower in the Debt owed by the Borrower.
3. "Conditions" means the Bank's Commercial Charge Conditions (1995 Edition) (filed at H.M. Land Registry under reference MD308F/01);
4. "Debtor" means any and every person (whether the Borrower, the Chargor or Owner or any of them) who has agreed to repay a Debt to the Bank.
5. "Expenses" means the total of the following:
 - (i) any commission and other charges which the Bank may from time to time charge to the Borrower in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Borrower;
 - (ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the Conditions;
 - (iii) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;together with Value Added Tax upon such sums where appropriate.
6. "Interest" means any sum of money payable to the Bank by way of interest upon the Debt.
7. "Property" means the freehold property known as 85 Kempson Drive, Great Cornard, Sudbury, Suffolk, CO10 0ND registered at HM Land Registry under Title Number SK183398.
8. "Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.
9. "Owner" means the person who is referred to in the Charge as the Owner and also:
 - (i) the Owner's personal representatives; and
 - (ii) any person to whom the Owners interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge.
10. "Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02107585

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 8th NOVEMBER 2002 AND CREATED BY RYES SCHOOL LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th NOVEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Pan.