

MG01

Particulars of a mortgage or charge



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IRIS
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

MONDAY



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12/12/2011

#45

COMPANIES HOUSE

For official use

1

Company details

Company number

0 3 3 8 1 1 2 8

Company name in full

UNDERLEY EDUCATIONAL SERVICES (the "Chargor")

9

Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d7 m1 m2 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

LEGAL CHARGE (the "Deed")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each present or future
member of the Group to the Security Agent and/or
the other Secured Parties (or any of them) under or
pursuant to any Finance Document (including all
monies covenanted to be paid under the Deed)
("Secured Obligations")

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	BARCLAYS BANK PLC (the "Security Agent")		
Address	5 THE NORTH COLONNADE		
	LONDON		
Postcode	E 4 4 B B		
Name			
Address			
Postcode			

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1. GRANT OF SECURITY</p> <p>All Security and dispositions created or made by or pursuant to the Deed are created or made</p> <p>(a) in favour of the Security Agent,</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and</p> <p>(c) as continuing security for payment of the Secured Obligations.</p> <p>2. FIXED CHARGES</p> <p>2.1 Fixed Charge</p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>(a) by of of first legal mortgage:</p> <p>(1) the Real Property (if any) specified in the schedule hereto (The Property), and</p> <p>(11) all other Real Property at 7 December 2011 vested in, or charged to, the Chargor (not charged by clause 4 1(a)(1) of the Deed),</p>		

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *DA Piper UKLP*

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 020 7796 6302



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) by way of first fixed charge:</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed),</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Real Property.</p> <p>3. CONTINUING SECURITY</p> <p>3 1 Continuing security</p> <p>The Legal Charge Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p>3.2 Additional and separate security</p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.</p> <p>3.3 Right to enforce</p> <p>The Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.</p> <p>4. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS</p> <p>Notwithstanding anything contained in the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.</p> <p>5 UNDERTAKINGS BY THE CHARGORS</p> <p>5 1 Negative pledge and Disposals</p> <p>The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security as permitted by the Amended and Restated Facilities Agreement); or</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Amended and Restated Facilities Agreement),

or in each case, as permitted under any of the Finance Documents.

5.2 Security Assets generally

The Chargor shall

(a) not, except with the prior written consent of the Security Agent (not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Amended and Restated Facilities Agreement),

(b) not do, cause or permit to be done anything which would to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

5.3 Real Property undertakings - maintenance

(a) The Chargor shall not, except with the prior written consent of the Security Agent (or as expressly permitted under the Amended and Restated Facilities):

(1) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);

(11) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or

(111) grant any licence to assign or sub-let any part of the Real Property

6 ENFORCEMENT OF SECURITY

6.1 No liability

(a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)

(b) Without prejudice to the generality of clause 11.6(a) of the Deed,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7 SET-OFF

7.1 Set-off rights

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any matured obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any matured obligation owed by the Security Agent or such other Secured Party to the Chargor. If the obligations are in different currencies, the Security Agent or relevant Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of set-off.

(b) At any time after the Legal Charge Security has become enforceable (and in addition to its rights under clause 15.1(a) of the Deed), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith and acting reasonably to be the amount of that obligation.

7 2 Time deposits

Without prejudice to clause 15.1 (Set-off rights) of the Deed, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

(a) the Legal Charge Security has become enforceable; and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Secured Party otherwise agrees in writing.</p> <p>8. FURTHER ASSURANCES</p> <p>8.1 Further action</p> <p>Subject to the Agreed Security Principles, the Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify in writing (and in such form as the Security Agent or a Receiver may reasonably require) for:</p> <ul style="list-style-type: none"> (a) creating, perfecting or protecting the Security intended to be created by the Deed; (b) facilitating the realisation of any Security Asset, (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed <p>This includes</p> <ul style="list-style-type: none"> (1) the re-execution of the Deed, (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and (111) the giving of any notice, order or direction and the making of any filing or registration, <p>which, in any such case, the Security Agent (acting reasonably) may think expedient.</p> <p>8.2 Finance Documents</p> <p>Subject to the Agreed Security Principles, the Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Deed.</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

8 3 Specific security

Without prejudice to the generality of clause 17.1 (Further action) of the Deed, the Chargor will promptly upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 17.1 (Further action) of the Deed)

9. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action on enforcement of the Legal Charge Security which the Chargor is obliged to take under the Deed, including under clause 17 (Further assurances) of the Deed or, prior to enforcement of the Legal Charge Security which the Chargor has failed to take in which case the power of attorney in respect thereof is limited to dealing with the breach. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

10. CHANGES TO THE PARTIES

10.1 Chargors

The Chargor may not assign any of its rights or obligations under the Deed.

10.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under the Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

11. MISCELLANEOUS

11.1 Tacking

(a) Each Finance Party shall perform its obligations under the Amended and Restated Facilities Agreement (including any obligation to make available further advances).

(b) The Deed secured advances already made and further advances to be made.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form:</p> <p>"Agent" means Barclays Bank PLC,</p> <p>"Agreed Security Principles" means the principles set out in schedule 12 (Agreed Security Principles) of the Original Senior Facilities Agreement;</p> <p>"Amended and Restated Facilities Agreement" means the Original Senior Facilities Agreement as amended and restated by the Amendment and Restatement Agreement;</p> <p>"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 8 August 2011 between, amongst others, Acorn Care 3 Limited as Parent and Barclays Bank PLC as Security Agent amending and restating the terms of the Original Senior Facilities Agreement,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> <p>"Finance Document" means the Original Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Report Proceeds Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Original Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the Original Senior Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of:</p> <ul style="list-style-type: none"> (a) the definition of Material Adverse Effect (as defined in the Original Senior Facilities Agreement); (b) the definition of Permitted Guarantee (as defined in the Original Senior Facilities Agreement) and Permitted Security, (c) paragraph (a) of the definition of "Permitted Transaction"; (d) the definition of "Transaction Document" (as defined in the Original Senior Facilities Agreement) ; (e) the definition of "Transaction Security Document" (as defined in the Original Senior Facilities Agreement), (f) paragraph (a)(iv) of clause 1.2 (Construction) of the Original Senior Facilities Agreement, (g) clauses 1.2(a)(i), 1 2(c), 2 3, 2.4, 18, 23, 25.36 and 34 of the Original Senior Facilities Agreement, (h) clause 21 (Guarantee and Indemnity) of the Original Senior 	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Facilities Agreement,</p> <p>(i) clause 22.7 (Governing law and enforcement) of the Original Senior Facilities Agreement, and</p> <p>(j) clause 26 (Events of Default) (other than paragraph (b) of clause 26.14 (Repudiation and rescission of agreements) and clause 26.19 (Acceleration) of the Original Senior Facilities Agreement,</p> <p>"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Original Senior Facilities Agreement) provided that where the term "Finance Party" is used in, and construed for the purposes of, the Original Senior Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty (as defined in the Original Senior Facilities Agreement) shall be a Finance Party only for the purposes of</p> <p>(a) the definition of Material Adverse Effect,</p> <p>(b) the definition of "Secured Parties",</p> <p>(c) clauses 2.3, 2.4, 7.7, 18, 25.36, 27.4, 31 and 34 of the Original Senior Facilities Agreement;</p> <p>(d) paragraph (a)(i) of clause 1.2 (Construction) of the Original Senior Facilities Agreement;</p> <p>(e) clause 21 (Guarantee and Indemnity) of the Original Senior Facilities Agreement, and</p> <p>(f) clause 31 (Conduct of Business by the Finance Parties) of the Original Senior Facilities Agreement,</p> <p>"Group" means the Parent and each of its Subsidiaries (as defined in the Original Senior Facilities Agreement) for the time being;</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 18 January 2010 and made between, among others, Acorn Care 3 Limited, Acorn Care 4 Limited, the Debtors (as defined in the Intercreditor Agreement), Barclays Bank PLC as Security Agent, Barclays Bank PLC as senior agent, Ares Capital Europe Limited as mezzanine agent, the Lenders (as Senior Lenders), the Arranger (as Senior Arrangers), the Ancillary Lenders (as Senior Lenders), the Mezzanine Lenders, the Mezzanine Arrangers (each as defined in the Intercreditor Agreement), the Structural Lender and the Intra-Group Lenders (as defined in the Intercreditor Agreement);</p> <p>"Legal Charge Security" means the Legal Charge Security created or evidenced pursuant to the Deed;</p> <p>"Original Senior Facilities Agreement" means the senior term and revolving facilities agreement dated 18 January 2010 as amended on 22 January 2010</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>and 11 May 2011 between, amongst others, (1) Acorn Care 3 Limited as the Parent, (2) Acorn Care 4 Limited as the Company and Original Borrower, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as Original Guarantors, (4) Barclays Corporate, GE Corporate Finance Bank SAS, Lloyds TSB Bank plc and Ares Capital Europe Ltd as the Mandated Lead Arrangers and Bookrunners, (5) the financial institutions listed in parts 2 of schedule 1 thereto as Original Lenders, (6) the financial institutions listed in parts 3 of schedule 1 thereto as Original Hedge Counterparties, (7) Barclays Bank PLC as Agent and (8) Barclays Bank PLC as Security Agent,</p> <p>"Parent" means Acorn Care 3 Limited,</p> <p>"Permitted Disposal" has the meaning assigned to that term in the Original Senior Facilities Agreement,</p> <p>"Permitted Security" has the meaning assigned to that term in the Original Senior Facilities Agreement,</p> <p>"Permitted Transaction" has the meaning assigned to that term in the Original Senior Facilities Agreement,</p> <p>"Quasi-Security" has the meaning assigned to that term in the Original Senior Facilities Agreement,</p> <p>"Real Property" means all estates and interests in freehold, leasehold (save for any leasehold titles with less than 15 years to expiry) and other immovable property (wherever situated) as at 7 December 2011 or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in the schedule hereto (The Property)), together with:</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;</p> <p>(b) all easements, rights and agreements in respect thereof; and</p> <p>(c) the benefit of all covenants given in respect thereof;</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed,</p> <p>"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p>	

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"**Security Assets**" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"**Security Period**" means the period beginning XXX and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

SCHEDULE

Registered Land

Chargor and Company Number	Address	Land Registry Administrative Office	Title number
Underley Educational Services 03381128	Land at High Cunsey, Sawrey, Cumbria	Durham	CU61286
Underley Educational Services 03381128	Underley Hall School, Kirkby, Lonsdale, Camforth, LA6 2HE	Fylde	CU90902
Underley Educational Services 03381128	The Boathouse Number 3, Bellmans Landing, Storrs Park, Bowness-on-Windemere	Durham	CU35326
Underley Educational Services 03381128	Car parking space and Websters Yard, Kendal	Durham	CU76317



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3381128
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 7
DECEMBER 2011 AND CREATED BY UNDERLEY
EDUCATIONAL SERVICES FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH PRESENT OR FUTURE
MEMBER OF THE GROUP TO BARCLAYS BANK PLC (THE
SECURITY AGENT) AND/OR THE OTHER SECURED PARTIES
(OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 12 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER
2011



Companies House
— for the record —

DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES