

# MG01

## Particulars of a mortgage or charge

Oyez

438127/13

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  
particulars of a charge for  
company. To do this, please  
use form MG01s

THU MONDAY



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RCS 10/10/2011 77

COMPANIES HOUSE

\*A2JPCY5Z\*

A07 06/10/2011 30

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 3 5 7 9 1 0 4	3 7
Company name in full	James Bowers Education Limited (the "Company")	

**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

<b>2</b>	<b>Date of creation of charge</b>
Date of creation	0 3 / 1 0 / 2 0 1 1

<b>3</b>	<b>Description</b>
Description	Legal Mortgage (the "Deed")

<b>4</b>	<b>Amount secured</b>
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>1. The Company covenanted with the Security Agent to pay to the Security Agent or discharge on demand all money, debts, obligations and liabilities from time to time due, owing or incurred by the Company to any Finance Party (as defined in the Credit Agreement), or their assignees or successors, on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document (as defined in the Credit Agreement) to which the Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated:</p> <p>(a) whether present or future, (b) whether alone or jointly with any other person; (c) whether actual or contingent, (d) whether as principal or as surety; (e) whether express or implied; (f) in whatever name, form or style; (g) in whatever currency it is denominated, (the "Secured Liabilities"), when the Secured Liabilities</p>

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 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	The Royal Bank of Scotland plc (the "Security Agent")
Address	36 St Andrew Square, Edinburgh
Postcode	E H 2 2 Y 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

1. The Company charged, with full title guarantee, by way of first fixed charge, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Deed
2. The Company charged, with full title guarantee, by way of first fixed charge, the Property (except the Scheduled Property validly charged in clause 1 above) and all Rights relating to such Property
- 3 The Company charged, with full title guarantee, by way of first fixed charge, the Plant and Machinery.
4. The Company charged, with full title guarantee, by way of absolute assignment, all the Company's rights, title, interest and benefit in and to the Rent
- 5 The assignments referred to in clause 4 above are absolute assignments for the purposes of Section 136 of the LPA (Legal assignments of things in action) and are not made by way of charge only

#### Notes:

#### *Negative pledge - Dealings with Charged Property*

1. The Company agreed not to, except as specifically permitted to do so under the Credit Agreement or with the express prior written consent of the Security Agent:
  - (a) sell, convey, assign, transfer, factor, lease or otherwise dispose of, nor agree to sell, convey, assign, transfer, factor, lease or otherwise dispose of the whole or any part of the Charged Property or their rights in and to the Charged Property, including on terms whereby they are or will be leased to or re-acquired by the Company or the parent company of the Company or any Subsidiary of the Company or its parent company;
  - (b) create nor attempt to create nor permit any trust agreement, declaration of trust, or trust arising by operation of law over all or any of the Charged Property,
  - (c) permit nor agree to any variation of the rights attaching to the whole or any part of the Charged Property,
  - (d) do, cause nor permit to be done anything which may, in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value

# MG01

## Particulars of a mortgage or charge

### 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

NIL

### 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 *Aszone Clarke*

X

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

# MG01

## 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  
**Dan Barnhouse**

Company name  
**Osborne Clarke**

Address  
**Forbury Road**

**Apex Plaza**

Post town  
**Reading**

County/Region  
**Berkshire**

Postcode  

	R	G	I		I	A	X
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Country

DX

Telephone  
**+44 (0)118 925 2086**

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

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>become due.</p> <p>2. The Company agreed to pay to the Lenders (as defined in the Credit Agreement), their agents and the Security Agent respectively, interest on the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Company) at the Default Rate upon such days as the Lenders, their agents or the Security Agent respectively from time to time may determine and such interest shall be compounded in the event of it not being paid punctually with quarterly rests in accordance with the usual practice of the Lenders, their agents or the Security Agent respectively but without prejudice to the right to require payment of such interest when due.</p> <p>3 The Security Interest created under the Deed is continuing security for the payment and discharge of the Secured Liabilities</p> <p>4. The Company shall, on demand, pay to the Security Agent or the Receiver, or discharge (as the case may be), all Costs incurred by it in connection with</p> <ul style="list-style-type: none"> <li>(a) the negotiation, preparation, printing and execution of;</li> <li>(b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of;</li> <li>and</li> <li>(c) the enforcement of, preservation of rights under, or performance of covenants under,</li> </ul> <p>the Deed, on a full and unlimited indemnity basis, together with interest at the Default Rate (as defined in the Credit Agreement) from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such Cost and such Cost shall form part of the Secured Liabilities</p>	

# MG01 - continuation page

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

(whether monetary or otherwise) of the whole or any part of the Charged Property; nor  
(e) take any steps for the appointment of an administrator without first giving to the Security Agent 5 Business Days' notice of intention to do so.

### *Negative pledge - security*

2 The Company shall not, without the express prior written consent of the Security Agent, create, nor purport to create, nor permit to subsist any Security Interest (other than a Permitted Security Interest (as such terms is defined in the Credit Agreement)) over any of the Charged Property. This paragraph 2 does not apply to any lien arising by operation of law and in the ordinary course of trading

### *Further assurance*

3. The Company shall at any time if required by the Security Agent and at its own expense.

(a) execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Agent may in its discretion may require of the whole or such part of the Charged Property as the Security Agent may specify, in such form as the Security Agent in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Charged Property in the Security Agent, the nominee of the Lender or in any purchaser from the Security Agent or the Receiver or to perfect or protect the mortgages, charges and assignments created by the Deed; and

(b) pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Security Agent or in any other manner required by the Security Agent and subject to the provisions of the Deed.

### *Power of attorney*

4. The Company irrevocably and by way of security appointed the Security Agent, each person deriving title from the Security Agent and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Company is, or may become, obliged to sign, execute or do pursuant to the Deed or which the Security Agent, the Receiver or any person deriving title from the Security Agent or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any Security Interest constituted by the Deed.

### **Definitions:**

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London and, in relation to any date for payment or purchase of a currency other than Sterling or Euro, the principal financial centre of the country of that currency

**"Charged Property"** means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned, or purported to be mortgaged, charged or assigned, to the Security Agent pursuant to the Deed, including, where the context permits, the proceeds of sale or realisation thereof

# MG01 - continuation page

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

**"Costs"** means all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

**"Credit Agreement"** means a credit agreement dated 28 January 2011 and made between (amongst others) the Company and the Agent (the latter as defined in the Credit Agreement).

**"Fixtures"** mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property other than tenant's fixtures

**"LPA"** means the Law of Property Act 1925.

**"Occupational Leases"** mean all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company.

**"Plant and Machinery"** means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of this Deed become, the property of the Company.

**"Property"** means all estates and other interests in any freehold, leasehold or other immovable property, including, without limitation, all Fixtures on such property, (but excluding any interest in land in Scotland), all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property, all of which are now, or at any time after the date of the Deed become, the property of the Company

**"Rent"** means all rent and other sums, present or future, owing to the Company by any person occupying the whole or any part of the Charged Property including any penalties, fines or interest relating to any taxes on such rent, but excluding all amounts payable in respect of insurance, insurance rents, service charges and such taxes and any other running costs

**"Receiver"** means any receiver appointed pursuant to the Deed.

**"Rights"** mean all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest).

# MG01 - continuation page

Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Scheduled Property"</b> means all the property short particulars of which are set out in Schedule 1 (<i>The Scheduled Property</i>) of the Deed (if any), including, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property, all of which are now or at any time after the date of the Deed become the property of the Company</p> <p><b>"Security Interest"</b> means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security</p>	



## PROFORMA

Company Number 03579104  
Company Name James Bowers Education Limited  
Contact Name/ Organisation Daniel Barnhouse, Osborne Clarke  
Address Forbury Road, Apex Plaza, Reading RG1 1AX

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☒

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

**(Please give the instructions in the box below)**

Please replace in the definition of "Scheduled Property" the words "all the property short particulars of which are set out in Schedule 1 (The Scheduled Property) of the Deed (if any)", and replace them with "the freehold property at 74/76 Kellet Road, Carnforth, Lancashire LA5 9LP (title numbers LA819691 and LA943259)" Please then proceed to register the charge



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3579104  
CHARGE NO. 37**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 3  
OCTOBER 2011 AND CREATED BY JAMES BOWERS  
EDUCATION LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY  
OR THEIR ASSIGNEES OR SUCCESSORS 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 10 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 OCTOBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES