

MG01

Particulars of a mortgage or charge

Oyez

435717/169

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

THURSDAY



A11

AEG7RRC5

03/02/2011

423

COMPANIES HOUSE

Company details

Company number

0 3 5 7 9 1 0 4

Company name in full

James Bowers Education Limited

(the "Company")

27

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

Date of creation of charge

Date of creation

2 8 0 1 2 0 1 1

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 between (1) the Company and (2) The Royal Bank of Scotland plc (the
"Security Agent") (the "Legal Charge")

Amount secured

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

Amount secured

The Company covenants with the Security Agent to pay to the Security Agent
or discharge on demand all the Secured Liabilities when the Secured
Liabilities become due

The Company shall pay to the Lenders, 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 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 but without
prejudice to the right to require payment of such interest when due

Please refer to the continuation sheets for further details of the amount
secured and for a list of definitions used in this form.

Continuation page

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

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Particulars of a mortgage or charge

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

Address (in its capacity as the Security Agent) of 6th Floor,

1 Spinningfields Square, Manchester

Postcode M 3 3 A P

Name

Address

Postcode

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 charges, 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 Legal Charge
- 3 The Company charges, with full title guarantee, by way of first fixed charge, the Plant and Machinery
- 4 The Company charges, 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 Security Interest created under the Legal Charge is continuing security for the payment and discharge of the Secured Liabilities
6. The assignments set out below 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

"Scheduled Property" means the freehold property known as Chilworth House Upper (also known as Grooms Cottage Stables), Thame Road, Chilworth OX33 1LJ registered with title number ON49967 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 Legal Charge become the property of the Company

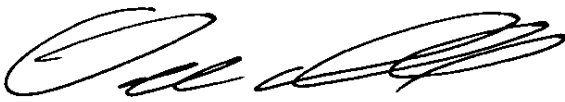
Notes

To the extent that any of the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to the Legal Charge, the Security Agent shall have the right, at any time after the Legal Charge becomes enforceable, to appropriate all or any part of those assets in or towards the payment or discharge of the Secured Liabilities. The value of any cash appropriated in accordance with clause 13.3 (Financial Collateral) of the Legal Charge shall be the amount standing to the credit of each bank account of the Company, together with any accrued but unpaid interest, at the time the right of appropriation is exercised. To the extent that the Charged Property constitutes Financial Collateral, the Company agrees that such assets shall be held or designated so as to be under the control of the Security Agent for all purposes of the Financial Collateral Regulations

Please refer to the continuation sheets for further details of the property mortgaged or charged and for a list of definitions used in this form.

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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	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 866) 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 870). 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 X  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	Linda Williams (Ref:0962258)
Company name	Osborne Clarke
Address	Apex Plaza Forbury Road
Post town	Reading
County/Region	Berkshire
Postcode	R G 1 1 A X
Country	United Kingdom
DX	DX117882 Reading (Apex Plaza)
Telephone	0118 925 2004

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 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

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Particulars of a mortgage or charge



	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>	
<p>Amount secured</p>	<p>Definitions:</p> <p>"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 Legal Charge, including, where the context permits, the proceeds of sale or realisation thereof</p> <p>"Credit Agreement" a credit agreement dated on or about the same date as the Legal Charge and made between (amongst others) Pimco 2892 Limited and the Agent (as defined in the Credit Agreement) under which the Finance Parties (as defined in the Credit Agreement) have agreed to make banking facilities available</p> <p>"Default Rate" means the default rate of interest set out in clause 11.3 of the Credit Agreement.</p> <p>"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations.</p> <p>"Financial Collateral Regulations" mean the Financial Collateral Arrangements (No 2) Regulations 2003 (S I. 2003 No. 3226)</p> <p>"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</p> <p>"Lenders" means</p> <ul style="list-style-type: none"> (a) National Westminster Bank plc; and (b) any bank, financial institution, trust, fund or other entity which has become a Party (as defined in the Credit Agreement) as a Lender in accordance with Clause 26 (Changes to the Lenders) to the Credit Agreement, <p>which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement.</p> <p>"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.</p> <p>"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 the Legal Charge become, the property of the Company</p> <p>"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 this Deed become, the property of the Company, and "Properties" shall be construed accordingly</p> <p>"Receiver" means any receiver appointed pursuant to the Legal Charge</p> <p>"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</p> <p>For further details of the definitions used in this form please refer to the next continuation page.</p>	

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Particulars of a mortgage or charge



	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Definitions used in this form (continued)</p> <p>"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)</p> <p>"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Company to any Finance Party, 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 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, (h) whether originally owing to a Lender or purchased or otherwise acquired by a Lender, its assignee or successor, or (i) otherwise, including, without limitation (j) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; (k) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by a Lender for or at the request of the Company; and (l) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by any of the Lenders or the Security Agent in connection with the Secured Liabilities or generally in respect of the Company or the Security Documents (including, without limitation, legal fees) on a full indemnity basis</p> <p>"Security Agent" means The Royal Bank of Scotland plc acting through its office at 6th Floor, 1 Spinningfields Square, Manchester M3 3AP</p> <p>"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations</p> <p>"Security Interest" 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> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p>	

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Notes continued

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 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 a Receiver or to perfect or protect the mortgages, charges and assignments created by the Legal Charge, 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 subject to the provisions of the Legal Charge

No Company shall, except as specifically permitted to do so by to the Credit Agreement or with the express prior written consent of the Security Agent:

(i) sell, convey, assign, transfer, factor, lease or otherwise dispose of, nor agree to 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,

(ii) create or attempt to create or permit any trust agreement, declaration of trust, or trust arising by operation of law over all or any of the Charged Property,

(iii) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,

(iv) do, cause or permit to be done anything which may, in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent (whether monetary or otherwise) of the whole or any part of the Charged Property, nor

(v) 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.

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 defined in the Credit Agreement)) over any of the Charged Property

This does not apply to any lien arising by operation of law and in the ordinary course of trading.



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. 27

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 28
JANUARY 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 3 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2011

OP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES