

MR01

Particulars of a charge

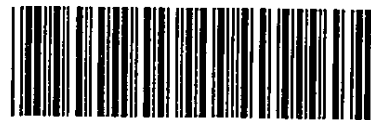
668028 Laserform
LB

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form M



L17 30/09/2015 #286
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 03579104 ✓
Company name in full WITHERSLACK GROUP LIMITED ✓

07045. For official use
→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d3 m0 m9 y2 y0 y1 y5 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

CUMBERLAND SCHOOL, VOCATIONAL CENTRE, PADDOCK ROAD, SKELMERSDALE, WN8 9PL (Title Number LAN85415)

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Margaret LHP* X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **SOPHIE TREANOR**

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode

| | | | | | | | |
|---|---|---|---|--|---|---|---|
| E | C | 4 | A | | 1 | L | T |
|---|---|---|---|--|---|---|---|

Country **UK**

DX **DX No: 138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3579104

Charge code: 0357 9104 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2015 and created by WITHERSLACK GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2015.

Dx

Given at Companies House, Cardiff on 6th October 2015



Companies House



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

Date 23 SEPTEMBER 2015

Execution Version

THE COMPANIES Identified in Schedule 1
as Original Chargors

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT

Richard Austin LLP
DATE: 30/09/15

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

SUPPLEMENTAL SECURITY AGREEMENT

DATE

23 SEPTEMBER

2015

PARTIES

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in Schedule 1 (*Original Chargors*) (the "**Companies**")
- 2 **THE ROYAL BANK OF SCOTLAND PLC** acting through its office at 280 Bishopsgate, London EC2M 4RB as agent and trustee for the Secured Parties (as defined in the Facility Agreement) (the "**Security Agent**")

BACKGROUND

- A This deed is supplemental to a Security Agreement dated 11 December 2014 made between (1) the Companies and (2) the Security Agent (the "**Security Agreement**")
- B Each Company is obliged by the Security Agreement and the Facility Agreement dated 11 December 2014 made between amongst others (1) the Companies and (2) the Security Agent (the "**Facility Agreement**") to mortgage the New Property to the Security Agent
- C The parties intend this document to take effect as a deed notwithstanding the fact that the Security Agent may only execute this document under hand

OPERATIVE PROVISIONS

1 **Definitions and interpretation**

1.1 **Definitions**

Unless the context requires otherwise, terms defined in or for the purposes of the Security Agreement shall have the same meaning when used in this deed (including the parties and background sections) and in addition the following terms shall have the following meanings in this deed (including the parties and background sections)

Finance Documents: the meaning given to it in the Facility Agreement,

New Charged Assets the New Property and the assets referred to in clauses 2.2 and 2.3,

New Property. the property or properties briefly described in Schedule 2 (*New Property*) to this deed

1.2 **Interpretation**

1.2.1 The provisions of clause 1.2 (*Construction*) and clause 1.4 (*Secured Liabilities*) of the Security Agreement shall also apply to this deed as if set out (with any necessary modifications) in this deed

1.2.2 The provisions of clause 1.3 (*Nature of security over real property*) of the Security Agreement shall also apply to references in this deed to the New Property

2 **Grant of security**

As a continuing security for the payment or discharge of the Secured Liabilities, Witherslack Group Limited with full title guarantee hereby

- 2.1 grants to the Security Agent a charge by way of legal mortgage over all of the New Property,
- 2.2 charges to the Security Agent by way of first fixed charge all Property Interests relating to the New Property, and

2 3 assigns to the Security Agent all Insurance Policies relating to the New Property

3 **Land Registry**

In respect of any of the New Property or part of or interest in any of the New Property title to which is registered at the Land Registry each Company (to the extent that such Company can do so) hereby consents to the entry of the following restriction on the register of its title to such New Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of The Royal Bank of Scotland PLC referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

4 **Representations and warranties**

On the date of this deed, each Company makes the representations and warranties set out in clauses 21 16(a) and (b), and clauses 21 21 - 21 22 (*Representations*) of the Facility Agreement in so far as the representations and warranties relate to the New Property

5 **Incorporated provisions**

5 1 Subject to clause 5 2, all the provisions of the Security Agreement are deemed to be incorporated in this deed as if set out (with any necessary modifications) in this deed and shall apply in relation to the New Charged Assets as they apply to the Charged Assets

5 2 Clause 5 1 above does not apply to clauses 3 1 (*Fixed security*) and 3 2 (*Floating security*) of the Security Agreement and in the case of clause 1 (*Definitions and interpretation*) of the Security Agreement is subject to clause 1 of this deed

5 3 The New Charged Assets shall be deemed part of the Charged Assets for the purposes of the Security Agreement

6 **Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed only to the extent required to ensure that any purported disposition of the New Property contained in this deed is a valid disposition in accordance with s 2(1) Law of Property (Miscellaneous Provisions) Act 1989

7 **Finance Document**

For the purposes of the Facility Agreement the parties designate this deed as a Finance Document

8 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

9 **Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law

In witness whereof this deed has been duly executed on the date set out at the head of it.

Schedule 1**Original Chargors**

| Name | Registered Number | Registered Office |
|---|------------------------------|---|
| Witherslack Group (Holdings) Limited | 07449888 | Lupton Tower , Lupton, Carnforth, Lancashire , LA6 2PR |
| Witherslack Group Limited | 03579104 | Lupton Tower , Lupton, Carnforth, Lancashire , LA6 2PR |
| Witherslack Training and Development Limited | 04899348 | Lupton Tower , Lupton, Carnforth, Lancashire , LA6 2PR |
| Belle Vue House Assessment Centre Limited | 07183277 | Lupton Tower , Lupton, Carnforth, Lancashire , LA6 2PR |

Schedule 2
New Property
Registered Land

| Property | Title Number |
|---|----------------------------------|
| Cumberland School, Vocational Centre, Paddock Road, Skelmersdale WN8 9PL | LAN123638 LAN85415 |

PM LLP

SIGNATORIES

The Original Chargors

Witherslack Group (Holdings) Limited

EXECUTED as a DEED and DELIVERED by)
Witherslack Group (Holdings) Limited)
acting by)



Director

in the presence of

Signature

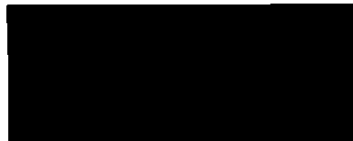
Name SARAH JONES

Address THE FARMHOUSE, MEWITH ROAD, BENTHAM, LA2 7AP

Occupation ACCOUNTANT.

Witherslack Group Limited

EXECUTED as a DEED and DELIVERED by)
Witherslack Group Limited)
acting by:)



Director

in the presence of

Signature

Name. SARAH JONES

Address THE FARMHOUSE, MEWITH ROAD, BENTHAM, LA2 7AP.

Occupation ACCOUNTANT.

Witherslack Training and Development Limited

EXECUTED as a DEED and DELIVERED by)
Witherslack Training and Development)
Limited acting by)

Director

in the presence of

Signature

Name SARAH JONES

Address THE FARMHOUSE, MEWTH HEAD, BENTHAM, LA2 7AP.

Occupation ACCOUNTANT .

Belle Vue House Assessment Centre Limited

EXECUTED as a DEED and DELIVERED by)
Belle Vue House Assessment Centre Limited)
acting by)

Director

in the presence of

Signature

Name SARAH JONES

Address THE FARMHOUSE, MEWTH HEAD, BENTHAM, LA2 7AP.

Occupation ACCOUNTANT .

The Security Agent

SIGNED by)
for and on behalf of)
The Royal Bank of Scotland plc)

Witherslack Training and Development Limited

EXECUTED as a DEED and DELIVERED by)
Witherslack Training and Development)
Limited acting by)

Director

in the presence of

Signature

Name

Address

Occupation

Belle Vue House Assessment Centre Limited

EXECUTED as a DEED and DELIVERED by)
Belle Vue House Assessment Centre Limited)
acting by)

Director

in the presence of

Signature

Name

Address

Occupation

The Security Agent

SIGNED by *Andrew J. Smith*)
for and on behalf of)
The Royal Bank of Scotland plc:)

