

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

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

For official use

Company number

5280910

Name of company

* Cognita Schools Limited (the "Charging Company")

Date of creation of the charge

3 November 2006

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

Deed of Assignment of Acquisition Agreement Claims dated 3 November 2006 made between (1) the Charging Company and (2) The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)) (the "Deed of Assignment").

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached Schedule)

References to any Finance Document include reference to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

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

The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule))
Level 7, 155 Bishopsgate, London

Postcode EC2M 3YB

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3.VCJC.19558.05429.1722527

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD4 米LH7
COMPANIES HOUSE

356
16/11/2006

See Part II of the attached Schedule.

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Charging Company and which must be read as part of those charges.

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)

Not applicable

Signed

hards

Date *15th November 2006*

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

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR COGNITA SCHOOLS LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Deed of Assignment unless otherwise specified. References in this Schedule to the Deed of Assignment or to any other document (including any Finance Document) include reference to the Deed of Assignment, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Acquisition Agreement" means the agreement dated 3 November 2006 relating to the sale and purchase of the shares in Sackville School Limited and made between the Assignor, the Vendor and the Guarantors;

"Acquisition Agreement Claims" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement, set off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document;

"Acquisition Documents" means the Acquisition Agreement, the Disclosure Letter (as defined in the Acquisition Agreement) and any other document designated an Acquisition Document by the Security Agent and the Parent;

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty;

"Chargor" means each company named in Schedule 1 (*The Chargors*) of the Debenture and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor (which includes the Charging Company);

"Debenture" means the debenture dated 30 November 2004 between the Parent and certain of its subsidiaries (1) and The Governor and Company of the Bank of Scotland (2) (in its capacity as Security Agent for the Beneficiaries);

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Document;

"Guarantors" means Anthony Donnelly, Roger John Drew and Edward Oatley;

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement;

"Hedging Document" has the meaning given to that term in the Intercreditor Agreement;

"Intercreditor Agreement" means the intercreditor agreement dated 30 November 2004 as amended on 31 October 2006 and made between the Parent, the other Obligors, The Governor and Company of the Bank of Scotland as Security Agent, Senior Agent, Senior Arranger, Mezzanine Agent and Mezzanine Arranger, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Mezzanine Lenders, the Loan Note Holders, the Investors, the borrowers and Lenders of Structural Intra-Group Loans and the Mezzanine Borrowers (each as defined in the Intercreditor Agreement unless defined in this Schedule) and certain others;

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 30 November 2004 between the Parent, the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, and The Governor and Company of the Bank of Scotland as Agent and Security Agent and in certain other capacities (each as defined in the Mezzanine Facility Agreement);

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Transaction Security Documents, the Intercreditor Agreement, any Transfer Certificate or undertaking delivered pursuant to Clause 30 (*Changes to the Lenders*) of the Mezzanine Facility Agreement, any Compliance Certificate, any Utilisation Request and any other document designated as such by the Mezzanine Agent and the Parent (each as defined in the Mezzanine Facility Agreement);

"Mezzanine Finance Party" means the Mezzanine Agent, the Lenders (as defined in the Mezzanine Facility Agreement), the Security Agent and the Arranger (as defined in the Mezzanine Facility Agreement);

"Parent" means Cognita Holdings Limited a limited liability company incorporated in England and Wales under the Companies Act 1985 with registered number 5281013;

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

"Security Agent" means The Governor and Company of the Bank of Scotland acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Senior Facilities Agreement" means the facilities agreement dated 30 November 2004 as amended on 31 October 2006 and made between Broomco 3623 (now Cognita Holdings Limited) (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors and The Governor and Company of the Bank of Scotland as Mandated Lead Arranger, Agent, Security Agent and in certain other capacities (each term as defined therein unless otherwise defined in this Schedule);

"Senior Finance Document" means the Senior Facilities Agreement, any Fee Letter, any Accession Letter, the Transaction Security Documents, the Intercreditor Agreement, the Investor Side Letter, any Transfer Certificate or undertaking delivered pursuant to Clause 30 (*Changes to the Lenders*) of the Senior Facilities Agreement, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Selection Notice, any Utilisation Request, any Guarantee and any other document designated as such by the Agent and the Parent (each as defined in the Senior Facilities Agreement, unless otherwise defined in this Schedule);

"Senior Finance Party" means the Agent, the Security Agent, the Arranger, the Lenders, the Issuing Bank and any Ancillary Lender (each as defined in the Senior Facilities Agreement unless otherwise defined in this Schedule); and

"Vendors" means P.E.S. (Kent) Limited and Roger John Drew;

Part II

Particulars of property mortgaged or charged

The Charging Company, with full title guarantee, assigned to the Security Agent by way of security for the payment and discharge of all Secured Sums the Acquisition Agreement Claims.

Part III

Covenants and Restrictions

1. By Clause 5 (*Covenants*) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, rescind, cancel or otherwise terminate or permit the Vendors and Guarantors to rescind, cancel or otherwise terminate the Acquisition Agreement.
2. By Clause 6 (*Negative Covenants*) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent:
 - (a) take or omit to take any action the taking or omission of which might result in any alteration or impairment of the Acquisition Agreement Claims or the Deed of Assignment or of any of the rights created thereby; or
 - (b) agree to any variation, modification or amendment in the terms of the Acquisition Agreement, or release the Vendors or the Guarantors from any of their respective obligations under the Acquisition Agreement or waive any breach of the obligations of the Vendors or the Guarantors or consent to any such act or omission of the Vendors or the Guarantors as would otherwise constitute such breach.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05280910

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNATION OF ACQUISITION AGREEMENT CLAIMS DATED THE 3rd NOVEMBER 2006 AND CREATED BY COGNITA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —