

# MR04

## Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

✗ **What this form is NOT**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP  
LL MR04

FRIDAY



LD5

\*L3FRGAX5\*

05/09/2014

#42

COMPANIES HOUSE

### 1 Company details

Company number 0 5 5 2 7 6 7 1

Company name in full BRAMFIELD HOUSE SCHOOL LIMITED (the "Chargor")

→ **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

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date d 0 d 8 m 0 m 8 y 2 y 0 y 1 y 1

### A2 Charge number

Please give the charge number This can be found on the certificate

Charge number\* [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description CONFIRMATORY DEBENTURE relating to a debenture  
dated 18 January 2010 (the "Deed")

#### Continuation page

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

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A4

**Short particulars of the property or undertaking charged**

Short particulars

Please give the short particulars of the property or undertaking charged

**Continuation page**

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

**1 CREATION OF SECURITY**

(a) All the security created under the Original Debenture and/or Deed:

(1) is created in favour of the Security Agent,

(11) is created over present and future assets of the Chargor;

(111) is security for the payment, discharge and performance of all the Secured Obligations,

(1v) is made in respect of any assets subject to the Security with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994,

[continued on the continuation page]

**Part B**

**Charges created on or after 06/04/2013**

B1

**Charge code**

Please give the charge code This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

**① Charge code**

This is the unique reference code allocated by the registrar

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## Part C To be completed for all charges

C1

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

☒ In full

☐ In part

C2

### Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

Nicola O'Regan

Please give the address of the person delivering this statement

Building name/number

Linklaters LLP

Street

1 Silk Street

Post town

County/Region

London

Postcode

E C 2 Y 8 H Q

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor for the Chargor

C3

### Signature

Please sign the form here

Signature

Signature

X

Linklaters LLP

X

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## 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 Nicola O'Regan

Company name Linklaters LLP

Address 1 Silk Street

Post town

County/Region London

Postcode 

E	C	2	Y		8	H	Q
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Country United Kingdom

DX DX 10 Chancery Lane

Telephone +44 (0) 7456 2000

## 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

### **Part A Charges created before 06/04/2013**

- ☒ You have given the charge date  
☐ You have given the charge number (if appropriate)  
☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4

### **Part B Charges created on or after 06/04/2013**

- ☐ You have given the charge code

### **Part C To be completed for all charges**

- ☒ You have ticked the appropriate box in Section C1  
☒ You have given the details of the person delivering this statement in Section C2  
☒ You have signed the form

## Important information

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

## 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)**

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**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

- (1) is created in case the security created by the Original Debenture does not secure all of the Secured Obligations following the amendments and restatement of the Senior Facilities Agreement on the Effective Date, and
- (11) is created in addition to and does not affect the security created by the Original Debenture.
- (b) The Security Agent holds the benefit of the Original Debenture and/or Deed on trust for the Secured Parties
- (c) If the Chargor assigns or charges rights under an agreement under the Original Debenture and/or Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
  - (1) the Chargor must promptly notify the Security Agent,
  - (11) the assignment or charge will not take effect in relation to all rights under that agreement until that consent is obtained save that such assignment or charge will take effect in relation to all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right,
  - (111) unless the Security Agent (acting reasonably and having regard to the cost to the Chargor of using all reasonable endeavours to obtain such consent against the benefit to the Secured Parties in obtaining the consent (in accordance with the Agreed Security Principles)) otherwise requires, the Chargor must, and the other Chargors must ensure that the Chargor will, use all reasonable endeavours to obtain such consent as soon as practicable, and

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## Statement of satisfaction in full or in part of a charge

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

(iv) the Chargor (or the Parent on its behalf) must promptly upon receipt supply to the Security Agent a copy of the consent obtained by it,

save that, in respect of any freehold or leasehold property which the Security Agent (acting reasonably and in consultation with the Parent) determines is not material in value, there will be no requirement to obtain third party consent and the assignment or charge will not take effect in relation to all rights under that agreement but will take effect as an assignment or charge in relation to all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

(d) The fact that no or incomplete details of any Security Asset are listed in the Deed does not affect the validity or enforceability of this Security.

(e) Where the Deed purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Debenture until such time as the Security created by the Original Debenture ceases to have effect.

(f) Where a right or asset has been assigned (subject to a proviso for re-assignment or redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under the Deed, that second assignment will take effect as a fixed charge over the right or assets and will only take effect as an assignment if the relevant security interest created by the Original Debenture ceased to have effect at a time when the Deed still has effect

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Short particulars

**Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Original Debenture and/or Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

**2 INCORPORATION**

The provisions of clause 2 (Covenant to Pay), 4 (Fixed Security), 5 (Floating Charge) and 6 (Conversion of Floating Charge) to 31 (Release) (inclusive) of the Original Debenture are deemed to be incorporated into the Deed with all necessary modifications as if they were set out in full in the Deed.

**3 MISCELLANEOUS**

- (a) The Original Debenture will remain in full force and effect
- (b) The Deed is designated a Transaction Security Document.

**4 BARCLAYS SECURITY**

The parties to the Deed acknowledge that until such time as the FSL Account Charge or, as the case may be, the Pathway Account Charge have been irrevocably and unconditionally released, the Charged Account and the Deposit (as such terms are defined in the Barclays Account Charges) charged thereunder shall be excluded from all Transaction Security created under the Original Debenture and the Deed

**5 FIXED SECURITY**

**5.1 Fixed charged**

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

[continued on the continuation page]

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- (a) by way of first legal mortgage.
- (1) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and
  - (11) all other Real Property at 08 August 2011 vested in, or charged to, the Chargor (not charged by clause 4.1(a)(1) of the Original Debenture),
- (b) by way of first fixed charges:
- (1) all other Real Property and all interests in Real Property (charged by clause 4.1(a) of the Original Debenture),
  - (11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (111) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Original Debenture) and the benefit of all contracts, licences and warrants relating to the same which do not contain any prohibitions on charging,
- (d) by way of first fixed charge:
- (1) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Original Debenture), and
  - (11) the benefit of all contracts, licences and warranties relating to the same which do not contain any prohibitions on charge,
- (e) by way of first fixed charge
- (1) the Charged Securities (if any) referred to in part 2 of the schedule hereto (Details of Security Assets); and
  - (11) all other Charged Securities (not charged by clause 4.1(e)(1) of the Original Debenture),

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**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge:

(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,

(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by Clauses 4.1(f)(1) or 4.1(f)(11) of the Original Debenture) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge (to the extent they are capable of being charged),

(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets), and

(11) all other Intellectual Property (if any) (not charged by clause 4.1(g)(1) of the Original Debenture),

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security assignments) of the Original Debenture provided that they do not require any third party consent and the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted, by way of first fixed charge such Assigned Asset,
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Original Debenture provided that they do not require any third party consent and the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted)
  - (1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and
  - (11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.

#### 5.2 Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption and obtaining third party consent where necessary and where the Chargor has used its reasonable endeavours to procure such consent but such consent has not been granted) all of its present and future right, title and interest in and to.

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,

(b) each of the following:

(i) each present and future Key-man Policy,

(ii) all Insurances (if any) specified in part 6 of the schedule hereto (Details of Security Assets), and

(iii) all other Insurances (not assigned by clauses 4.2(b)(i) or 4.2(b)(ii) of the Original Debenture,

and all claims under the Insurances and all proceeds of the Insurances, and

all other Receivables (not assigned under clause 4.2(a) or 4.2(b) of the Original Debenture).

To the extent that any Assigned Asset described in clause 4.2(b) of the Original Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Assigned Asset.

#### 5.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Original Debenture and/or the Deed

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**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

**6 FLOATING CHARGE**

The Chargor charged and agreed to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Original Debenture and/or the Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.