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COMPANIES FORM No. 395

212446/13

Particulars of a mortgage or charge

395

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

CHFP025

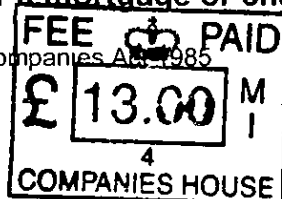
Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number

05664801

Name of company

* The Newcastle upon Tyne Royal Grammar School (the "Company")

Date of creation of the charge

31 May 2007

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

All monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due or owing or incurred to the Bank by the Company to the Bank under the terms of the facility letters dated 1 December 2004, 27 June 2006 and 15 May 1996 or any subsequent amendment thereof, such facilities having been novated to the Company under a Deed of Novation dated 31 May 2007

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

BARCLAYS BANK PLC
1 Churchhill Place
London (the "Bank")

Postcode E14 5HP

Presentor's name address and reference (if any)

Ward Hadaway
Sandgate House
102 Quayside
Newcastle upon Tyne
NE1 3DX

(c) IH HW BAR010 244

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



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07/06/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee hereby charges by way of legal mortgage the freehold property known as or being in the township of Jesmond, Newcastle upon Tyne and registered at the Land Registry under title numbers TY337404, ND6615, TY404271, TY430968 and TY431760 (the "Mortgaged Property")

The Company charges to the Bank the goodwill of the business (including any charitable activities) from time to time carried on at the Mortgaged Property (the "Business") to secure the moneys and liabilities covenanted to be paid or discharged in the Charge

Restrictions

The Company agrees that

1) During the continuance of the security created by the Charge no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Company without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 (the "Act") dealing with the consolidation of mortgages apply to the Charge,

Particulars as to commission allowance or discount (note 3)

NIL

Signed Wardladanay

Date 6.6.07

On behalf of ~~company~~ (mortgagee/chargee) †

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

*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

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Company Number

05664801

Name of Company

The Newcastle upon Tyne Royal Grammer School (the "Company")

XXXXXX
XXXXXX

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

2) Section 103 of the Act shall not apply to the Charge but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of the security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured under the Charge has been demanded but this provision shall not affect a purchaser or put him upon inquiry whether such demand has been made

*Please complete
legibly, preferably
in black type, or
bold block lettering*

3) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Company to grant a lease or leases of the whole or part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not as a premium as the Bank in its absolute discretion shall think fit

4) The Company covenants with the Bank not

a) to create any further mortgage or charge of the goodwill

b) (without the prior written consent of the Bank) to create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the Mortgaged Property

6) During the continuance of the security created by the Company, the Company shall have no statutory or other power to vary the terms of any lease or underlease of or relating to the Mortgaged Property or any part thereof without the previous consent in writing of the Bank

The Mortgaged Property is held by the Company a non-exempt charity in trust for Newcastle upon Tyne Royal Grammar School Property Trust a non-exempt charity and the charge is not one falling within section 38(5) of the Charities Act 1993 so that the restrictions imposed by section 39 of that Act apply

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05664801

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 31st MAY 2007 AND CREATED BY THE NEWCASTLE UPON TYNE ROYAL GRAMMAR SCHOOL FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC 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 7th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JUNE 2007

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES