

MG01

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Particulars of a mortgage or charge



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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

WEDNESDAY



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LD5

26/05/2010

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COMPANIES HOUSE

1

Company details

Company number

7 1 2 5 7 2 3

Company name in full

Equitix Education (Cambridgeshire) Holdings Limited
(Chargor)

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

Date of creation of charge

Date of creation

d1 d8 m0 m5 y2 y0 y1 y0

3

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

A debenture (Debenture) between the Chargor and Nationwide Building Society (Security Trustee)

4

Amount secured

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

Amount secured

All monies and liabilities now or after the date of the Debenture due owing or incurred by the Chargor to the Creditors (or any of them) under the Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Creditor under any Document

In this form the following terms shall have the following meanings

Creditors means the Finance Parties and the Subordinated Creditors (and **Creditor** shall be construed accordingly), and

Documents means the Finance Documents and the Equity Documents (and **Document** shall be construed accordingly)

Continuation page

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

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5 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 Nationwide Building Society (as Security Trustee)

Address Kings Park Road, Moulton Park

Northampton

Postcode N N 3 6 N W

Name

Address

Postcode

6 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 First legal mortgages

The Chargor charged by way of first legal mortgage

(a) the Properties,

(b) all other interests and estates in freehold, leasehold or commonhold property,

and, in each case, all Fixtures on such property for the time being

2 Assignments

The Chargor assigned all its rights, title and interest in (and claims under)

(a) the Relevant Agreements to which it is a party, and

(b) the Relevant Policies to which it is a party

The Chargor shall remain liable to perform all its obligations under each Relevant Agreement and each Relevant Policy to which it is a party

Continued...

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">6</div>	<div style="text-align: center; font-weight: bold; padding: 5px;">Short particulars of all the property mortgaged or charged</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Please give the short particulars of the property mortgaged or charged</div>
Short particulars	<div style="border: 1px solid black; padding: 5px;"> <p>3 First fixed charges</p> <p>The Chargor charged by first fixed charge</p> <ul style="list-style-type: none"> (a) (to the extent that they are not subject to a legal mortgage under clause 3 2 of the Debenture and as set out in paragraph 1 of this form) all other interests and estates in any freehold, leasehold or commonhold property, (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property, (c) (to the extent that they are not subject to an assignment under clause 3 3 of the Debenture and as set out in paragraph 2 of this form) the benefit of all other agreements, instruments and rights relating to its Secured Property, (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them, (e) the Investments together with all Related Rights, (f) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them), (g) all its right, title and interest in any bank accounts and all monies from time to time standing to the credit of any bank account, (h) all its Intellectual Property, (i) all its goodwill and uncalled capital, (j) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and (k) to the extent that any legal mortgage in clause 3 2 of the Debenture (paragraph 1 of this form) or any assignment in clause 3 3 of the Debenture (paragraph 2 of this form) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that paragraph <p>4 Floating charge</p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2, 3 3 or 3 4 of the Debenture (paragraphs 1, 2 or 3 of this form)</p> <p>5 Conversion of floating charge to a fixed charge</p> </div>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Security Trustee may, at any time by notice in writing to the Chargor, convert the floating charge created under clause 3.5 of the Debenture (paragraph 4 of this form) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

- (a) the Security created by or under the Debenture becomes enforceable, or
- (b) the Security Trustee considers acting reasonably that any material part of the Floating Charge Assets is in danger of being seized or any legal process or execution is being enforced against any material part of the Floating Charge Assets

6 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document)

- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in paragraph 6(c) of this form, over all of the Floating Charge Assets. The Security Trustee, as soon as reasonably practicable after such conversion, will give notice to the Chargor specifying the Secured Assets consequently subject to the fixed charge

7 Negative Pledge

7.1 The Chargor shall not create or permit to subsist any Security over any of its assets

7.2 The Chargor shall not

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

7 3 Clauses 5 1 and 5 2 of the Debenture (paragraphs 7 1 and 7 2 of this form) do not apply to any Security, or (as the case may be) Quasi-Security, which is Permitted Security

7 4 The Chargor will, as agent for the Security Trustee, collect all Debts, Investments and their respective Related Rights and all other rights and claims charged to the Security Trustee under the Debenture and pay the proceeds to the Security Trustee. The Chargor shall, pending such payment, hold all money so received upon trust for the Security Trustee

Definitions

In this form the following terms shall have the following meanings

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Finance Document means any of

- (a) the Facility Agreement
- (b) each Fee Letter
- (c) the Fixed Rate Letter
- (d) the Intercreditor Deed
- (e) each Security Document
- (f) any Utilisation Request
- (g) the Accounts Agreement and
- (h) any other document designated as a Finance Document by the Agent and the Borrower

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions
- (b) any acceptance under any acceptance credit facility or bill discounting facility (or dematerialised equivalent)
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the Accounting

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

and meet any requirements for de-recognition under the Accounting Principles)

- (e) any Hedging Transaction (and, when calculating the value of that Hedging Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Hedging Transaction, that amount) shall be taken into account)
- (f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability of an entity which is not an Obligor which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any Obligor relating to any post-retirement benefit scheme
- (g) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under the Accounting Principles
- (h) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply
- (i) any amount of any liability under any Finance Lease
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j)) above

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 of the Debenture (paragraph 4 of this form)

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

gn rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered and

(b) the benefit of all applications and rights to use such assets

Investments means any shares (including the Shares), stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

Permitted Security means

(a) any Security arising under any Security Document

(b) any lien arising by operation of law and in the ordinary course of trading

(c) any Security created for the benefit of the Finance Parties in respect of an Authorised Investment

(d) any Security permitted by the Agent in writing

Properties mean the properties listed in schedule 1 of the Debenture

Quasi-Security means a transaction described in limb (b) of this definition

(a) No Obligor shall create or permit to subsist any Security over any of its assets

(b) No Obligor shall

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to, or re-acquired by, an Obligor,

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>ily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>(c) limbs (a) and (b) of this definition do not apply to</p> <p>(i) any Security, or (as the case may be) Quasi-Security, which is Permitted Security, or</p> <p>(ii) Finance Leases in respect of which the Borrower's total aggregate liabilities do not exceed £20,000 (indexed) in any Financial Year</p> <p>Related Rights means, in respect of any Investment</p> <p>(a) all monies paid or payable in respect of that Investment (whether as income, capital or otherwise)</p> <p>(b) all shares, investments or other assets derived from that Investment and</p> <p>(c) all rights derived from or incidental to that Investment</p> <p>Relevant Agreement means</p> <p>(a) each Project Document</p> <p>(b) each Equity Document</p> <p>(c) each Finance Document</p> <p>(d) each other agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing</p> <p>Relevant Policies means, in respect of the Chargor, all policies of insurance present and future in which it has an interest together with all monies payable in respect of those policies</p> <p>Secured Assets means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Security Trustee</p> <p>Secured Property means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture</p> <p>Security means a mortgage, charge, pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>

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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

Signature

X Addleshaw Goddard LLP 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 LAWSF / 313794-133

Company name Addleshaw Goddard LLP

Address Box 50

Companies House

21 Bloomsbury Street

Post town London

County/Region

Postcode W C 1 B 3 X D

Country

DX London

Telephone



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7125723
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 MAY 2010
AND CREATED BY EQUITIX EDUCATION (CAMBRIDGESHIRE)
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE CREDITORS (OR
ANY OF THEM) 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
26 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 MAY 2010



Companies House
— for the record —

LC
JA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES