

040761 £26

MG01

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 reg
particulars of a charge for a Sco
company To do this, please us
form MG01s

MONDAY



SVV3CST1

SCT

28/03/2011

769

COMPANIES HOUSE

1

Company details

For official use

Company number

0 7 4 9 9 8 8 6

Company name in full

Vinci Education (Bradfield) 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

Date of creation of charge

Date of creation

d2 d3 m0 m3 y2 y0 y1 y1

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

Debenture

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent, whether owed jointly or
severally, as principal or surety or in any other
capacity whatsoever) of each of the Obligors to the
Finance Parties (or any of them) under each of the
Finance Documents, except for any obligation or
liability which, if it were so included, would result in
this Debenture contravening any law (the "Secured
Obligations")

Please see continuation page for definitions

Continuation page

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

10.

MG01**Particulars of a mortgage or charge****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 Aviva Commercial Finance Limited as security trustee for

Address each of the Finance Parties (the "Security Trustee")

2 Rougier Street, York

Postcode Y O 9 0 1 U U

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 1 Fixed charges**

The Chargor charges by way of first fixed charge

1 1 1 all estates or interests in any Real Property now or hereafter belonging to it;

1 1 2 all its rights under any agreement relating to the purchase of any freehold or leasehold property,

1 1 3 all its rights under any occupational lease, licence or other right of occupation,

1 1 4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession,

1 1 5 all monies standing to the credit of the Project Accounts (other than the Distribution Account) and the debts represented by them and all its rights in such accounts,

1 1 6 all monies standing to the credit of any account (other than a Project Account) maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts,

1 1 7 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,

1 1 8 all its rights under any Treasury Transaction,

1 1.1 its goodwill;

1.1 2 its uncalled capital,

MG01

Particulars of a mortgage or charge

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 870)

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 866) 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 *[Signature]* X

FOR AND ON BEHALF OF MACLAY MURRAY & SPENS LLP

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

MG01

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 AKC/ERW/AVI/0006/00933

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region

Postcode E H 3 9 E P

Country

DX DX ED137 Edinburgh

Telephone 0131 228 7000



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,
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

MG01 - continuation page

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

1.1 11 all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment,

1 1 12 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest, and

1 1 13 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them

1 2 Exceptions to fixed security

The fixed security from time to time created by the Debenture does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated

1 3 Assignment by way of security

To the extent not validly and effectively charged by way of first fixed charge pursuant to 1 1 above (*Fixed charges*), the Chargor assigns and agrees to assign by way of security all of its right, title and interest in

1 3.1 each of the Assigned Documents;

1 3 2 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies, and

1 3 3 the benefit of any other agreement to which it is party, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it

1 4 Floating charge

The Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions of this Clause

1 5 Automatic crystallisation of floating charge

The floating charge created by 1 4 above (*Floating charge*) shall immediately upon the occurrence of the relevant event convert into a fixed charge in respect of

1 5 1 any Charged Asset which shall without the prior written consent of the Security Trustee become subject to a fixed charge in favour of any person other than the Security Trustee,

1 5 2 any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process,

MG01 - continuation page

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

1.5 3 all Charged Assets if an Administrator is appointed by the Security Trustee or the Security Trustee receives notice of an intention to appoint an Administrator; or

1.5 4 all Charged Assets if a resolution is passed or an order is made for the winding up of the Chargor

1 6 Crystallisation on notice of floating charge

The Security Trustee may at any time

1 6 1 after the security created by the Debenture has become enforceable in accordance with Clause 10 (*When security becomes enforceable*) of the Debenture, or

1.6 2 if the Chargor fails to comply or takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in it failing to comply with its obligations under Clause 6 (*Restriction on dealings*) of the Debenture, or

1 6 3 if the Security Trustee considers that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, or are otherwise in jeopardy, by giving notice in writing to that effect to the Chargor convert the floating charge created by 1.4 above (*Floating charge*) into a fixed charge as regards any asset specified in such notice. The conversion shall take effect immediately upon the giving of the notice

1 7 Floating Charge over Distribution Account

1 7 1 The floating charge created by 1 4 above (*Floating Charge*) shall despite anything to the contrary in the Debenture only crystallise over the monies standing to the credit of the Distribution Account on the Relevant Date. For this purpose "**Relevant Date**" means the earlier of the date on which

(a) a notice of intention to appoint an Administrator of the Borrower is filed with the court in accordance with the provisions of the Insolvency Act 1986,

(b) an application for an administration order in respect of the Borrower is made to the court in accordance with the provisions of the Insolvency Act 1986, or

(c) the security created by the Debenture has become enforceable in accordance with Clause 10 (*When security becomes enforceable*) of the Debenture

1 7.2 The Security Trustee shall not otherwise be entitled to change the nature of the security over monies standing to the credit of the Distribution Account into a fixed security

1.8 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by 1 4 above (*Floating charge*) so that the floating charge created by 1 4 above (*Floating charge*) shall be a "qualifying floating charge" for the purposes of that paragraph

1 9 Restrictions on the creation of security

CHFP025

Laserform International 5/10

MG01 - continuation page

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

If security cannot be created in respect of any asset of the Chargor without the consent of any third party

1.9 1 the Chargor must notify the Security Trustee promptly upon becoming aware of the same,

1 9 2 the Debenture shall not create any security in respect of that asset except to the extent permitted without the consent of any third party but will secure all amounts which the Chargor may receive in respect of that asset,

1 9 3 unless the Security Trustee otherwise agrees, the Chargor must use reasonable endeavours to obtain the consent of the third party to the creation of security over that asset pursuant to this Deed, and

1 9.4 on and from the date on which such consent is obtained, the security created by the Debenture shall extend to and include that asset

Definitions

Terms defined in the Facilities Agreement, unless otherwise defined in the Debenture or unless a contrary intention appears, bear the same meaning when used in the Debenture

"Administrator" means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act

"Assigned Documents" means the documents listed in Schedule 1 (Assigned Documents) to the Debenture each dated on or around the date hereof together with any other documents relating to the Project entered into from time to time by the Chargor

"Charged Assets" means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Security Trustee by or pursuant to the Debenture

"Facilities Agreement" means the facilities agreement dated on or around the date of the Debenture between, *inter alia*, the Chargor (as Borrower), Vinci Education (Bradfield) Holdings Limited and Aviva Commercial Finance Limited as Lender and Security Trustee.

"Insolvency Act" means the Insolvency Act 1986

"Insurance Policy" means any policy of insurance or assurance in relation to the Project in which the Chargor may at any time have an interest.

"Intellectual Property Rights" means

(a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not; and

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

MG01 - continuation page

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>"Investments" means all shares and stock in the capital of any company, debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest (including all Authorised Investments) together in all cases with all Related Rights</p> <p>"Project Account" means each Project Account (as defined in the Facilities Agreement) in the name of the Chargor and includes:</p> <ul style="list-style-type: none"> (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Project Account is transferred, and (b) any account which is a successor to a Project Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Project Account is transferred for investment or administrative purposes <p>"Real Property" means any present or future freehold or leasehold property in which the Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants</p> <p>"Related Rights" means, in relation to any Investments, all rights derived from those Investments including rights to dividends, interest and other distributions paid or payable after the date of this Deed on all or any of those Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Investments or in substitution or exchange for all or any of the Investments</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7499886
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23 MARCH
2011 AND CREATED BY VINCI EDUCATION (BRADFIELD)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OF THE OBLIGORS TO THE FINANCE
PARTIES (OR ANY OF THEM) 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 28 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES