



Registration of a Charge

Company name: **AURORA LD II LIMITED**

Company number: **10141690**



X62RGEBN

Received for Electronic Filing: **22/03/2017**

Details of Charge

Date of creation: **03/03/2017**

Charge code: **1014 1690 0002**

Persons entitled: **FERN TRADING LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS THE NEW ECCLES HALL SCHOOL, QUIDENHAM, NORWICH, NR16 2NZ BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NK364332 AND THE ARTS CENTRE ECCLES HALL SCHOOL, QUIDENHAM, NORWICH, NR16 2NZ REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NK450206**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TROWERS & HAMLINS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10141690

Charge code: 1014 1690 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2017 and created by AURORA LD II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2017 .

Given at Companies House, Cardiff on 23rd March 2017

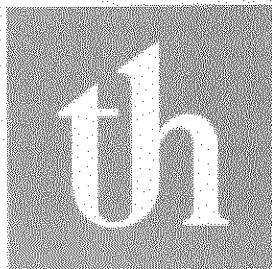
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



dated 3 March 2017

Aurora LD II Limited

and

Fern Trading Limited

Supplemental Security Deed

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Supplemental Security Deed

dated 3 March 2017

Parties

- (1) **Aurora LD II Limited**, a company incorporated in England and Wales (company number 10141690) whose registered office is c/o The Aurora Group, 33 Holborn, London EC1N 2HT (the **Obligor**); and
- (2) **Fern Trading Limited**, a company incorporated in England and Wales (company number 06447318) acting through its office at 6th Floor, 33 Holborn, London EC1N 2HT as lender (the **Lender**).

Introduction

- (A) Since the date of the Debenture (as defined below) the Obligor has acquired the Additional Real Property and enters into this Supplemental Deed to supplement the security granted by it pursuant to the Debenture.
- (B) It is intended that this document take effect as a deed notwithstanding the fact that a Party may only execute it under hand.

Agreed terms

1 Definitions and Interpretations

- 1.1 Subject to clause 1.2 below, in this Supplemental Deed, terms which are defined in clause 1.1 of the Debenture and which are not otherwise expressly defined in this Supplemental Deed shall have the meanings provided in clause 1.1 of the Debenture and principles of construction set out in clause 1.2 of the Debenture shall apply to this Supplemental Deed as though all references to the Debenture were references to this Supplemental Deed.

- 1.2 References within the Debenture to **Charged Property** shall be construed so as to extend to and include the Additional Real Property.

- 1.3 In this Supplemental Deed the following definitions apply:

Additional Real Property means the freehold property known as the New Eccles Hall School, Quidenham, Norwich NR16 2NZ being part of the land registered at the Land Registry under title number NK364332 and The Arts Centre Eccles Hall School, Quidenham, Norwich NR16 2NZ registered at the Land Registry under title number NK450206; and

Debenture means the composite debenture dated 29 October 2015 between, amongst others, Aurora Care and Education Midco Limited, Aurora Care and Education Opco and the Lender.

- 1.4 The Debenture continues and remains in full force and effect and this Supplemental Deed shall be read and construed as one with the Debenture so that all references to **this Deed** or **this Debenture** in the Debenture shall include reference to this Supplemental Deed.
- 1.5 Any reference in this Supplemental Deed to the Obligor or the Lender shall be construed so as to include their respective successors, assignees and transferees.
- 1.6 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 1.7 Notwithstanding any terms of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2 Covenant to Pay

The Obligor covenants that it will pay and discharge the Secured Obligations to the Lender as and when the same are due.

3 Grant of Security

Supplemental to clause 3 of the Debenture, the Obligor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Lender as continuing security for the payment and discharge of the Secured Obligations, by way of legal mortgage the Additional Real Property.

4 Perfecting Security

The Obligor shall take such action in accordance with clause 6 of the Debenture in respect of the Additional Real Property as if the Additional Real Property had been Charged Property on the date of the Debenture.

5 Incorporated provisions

- 5.1 The provisions of the Debenture shall apply to the Additional Real Property to the same extent that they apply to the Charged Property and they shall be deemed to be incorporated into this Supplemental Deed, mutatis mutandis, as though set out in full in this Supplemental Deed, subject to any necessary changes.
- 5.2 Without prejudice to the generality of clause 5.1 above, clauses 7, 10, 11, 12, 13 and 15 of the Debenture shall apply to this Supplemental Deed, mutatis mutandis, as though set out in full in this Supplemental Deed, subject to any necessary changes.

6 Representations

The Obligor represents and warrants to the Lender as at the date of this Supplemental Deed that all of the representations and warranties set out in clause 8 of the Debenture are true and accurate on the date of this Supplemental

Deed by reference to the facts and circumstances existing on the date of this Supplemental Deed.

7 Counterparts

This Supplemental Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Deed.

8 Governing law and jurisdiction

8.1 The courts of England have exclusive jurisdiction to settle any disputes (a **Dispute**) arising out of, or connected with this Deed (including a Dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with it.

8.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly, no Party will argue to the contrary.

8.3 This clause 8 is for the benefit of the Lender only. As a result the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed on the date stated at the beginning of it.

The Obligor

Executed as a deed by **Aurora LD II Limited**)

acting by **TORSTEN MACH** a director)

in the presence of: ) Director

witness signature:

name: **DANIEL SMITH**

address: **3 BUNHILL ROW, LONDON
EC1Y 8YZ**

occupation: **SOLICITOR**

The Lender

Signed by)

For and on behalf of)

Fern Trading Limited)