



Registration of a Charge

Company name: **AURORA ASD LIMITED**

Company number: **10198361**



X5XFPQHE

Received for Electronic Filing: **04/01/2017**

Details of Charge

Date of creation: **23/12/2016**

Charge code: **1019 8361 0004**

Persons entitled: **FERN TRADING LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS REDEHALL PREPARATORY SCHOOL, REDEHALL ROAD, SMALLFIELD, HORLEY, RH6 9QA AS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER SY440571**

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: 10198361

Charge code: 1019 8361 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2016 and created by AURORA ASD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2017 .

Given at Companies House, Cardiff on 5th January 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

SUPPLEMENTAL SECURITY DEED

THIS DEED is made the **23** day of *December* 2016

BETWEEN

1. **AURORA ASD LIMITED**, a company incorporated in England and Wales (company number **10198361**) whose registered office is at 125 London Wall, London, EC2Y 5AL (the "**Obligor**"); and
2. **FERN TRADING LIMITED** acting through its office at 6th Floor, 33 Holborn, London EC1N 2HT as lender (the "**Lender**").

BACKGROUND

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.

It is intended that this document take effect as a deed notwithstanding the fact that a Party may only execute it under hand.

The Parties agree as follows:

1 Interpretation

- 1.1 Subject to clause 1.2 below, in this Supplemental Deed, terms which are defined in clause 1.1 (*Definitions*) of the Debenture and which are not otherwise expressly defined in this Supplemental Deed shall have the meanings provided in clause 1.1 (*Definitions*) of the Debenture and principles of construction set out in clause 1.2 (*Interpretation*) 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"	the freehold property known as Redehall Preparatory School, Redehall Road, Smallfield, Horley RH6 9QA as registered at the Land Registry under title number SY440571
"Debenture"	the composite debenture dated 29 October 2015 between, amongst others, Aurora Care and Education Midco Limited, Aurora Care and Education Opco Limited and the Lender and acceded to by the Obligor by way of accession deed dated on 8 November 2016 as continuing security for the Secured Obligations.

- 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.

1 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.

2 Grant of Security

- 2.1 Supplemental to clause 3 (*Grant of Security*) 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.

3 Perfecting Security

The Obligor shall take such action in accordance with Clause 6 (*Perfection of Security*) 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.

4 Incorporated provisions

- 4.1 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.
- 4.2 Without prejudice to the generality of clause 4.1 above, clauses 7 (*Further Assurance*), 10 (*Enforcement of Security*), 11 (*Powers of the Lender*), 12 (*Appointment of Receiver*), 13 (*Powers of Receiver*) and 15 (*Protection of Purchasers*) 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.

5 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 (*Representations*) 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.

6 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.

7 Governing law and jurisdiction

- 7.1 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.
- 7.2 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.
- 7.3 This clause 7 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 signed on behalf of the Lender and **EXECUTED AS A DEED** by the Obligor and is delivered by them on the date specified at the beginning of this Deed

THE OBLIGOR

Executed as a deed by **AURORA ASD LIMITED**)

acting by *TORSTEN MACK* a director)

in the presence of

Director

witness signature

name: *FELICITY BRAMALL*

address:

occupation:

TRAINEE SOLICITOR

THE LENDER

Signed by)

For and on behalf of)

FERN TRADING LIMITED)