



**Registration of a Charge**

Company name: **AURORA FE LIMITED**

Company number: **10428995**



X8J7T2Y1

Received for Electronic Filing: **28/11/2019**

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**Details of Charge**

Date of creation: **26/11/2019**

Charge code: **1042 8995 0003**

Persons entitled: **FERN TRADING LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS BOVERIDGE HOUSE,  
CRANBORNE, DORSET AS REGISTERED AT THE LAND REGISTRY  
UNDER TITLE NUMBER DT402967.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: 10428995

Charge code: 1042 8995 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2019 and created by AURORA FE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2019 .

Given at Companies House, Cardiff on 29th November 2019

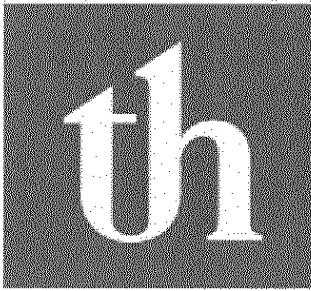
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



dated 26 November 2019

**Aurora FE Limited**

and

**Fern Trading Limited**

**Supplemental Security Deed**

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# Supplemental Security Deed

dated 26 November 2019

## Parties

- (1) **Aurora FE Limited**, a company incorporated in England and Wales (company number 10428995) whose registered office is at Unit 13, Twigworth Court Business Centre Tewkesbury Road Gloucester GL2 9PG on 8 November 2019 (the **Obligor**); and
- (2) **Fern Trading Limited** 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.
- (C) The Parties agree as follows:

## 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 leasehold property known as Boveridge House, Cranborne, Dorset as registered at the Land Registry under title number DT402967; and

**Debenture** means 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 31 March 2017 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.

## **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 4.1 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 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.

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

**The Obligor**

Executed as a deed by **Aurora FE Limited** )

acting by a director )

in the presence of: )

Director

witness signature:

name:

*David Cannon*

address:

*33 Holborn, London EC1N 2HT*

occupation:

*Investment Manager*

**The Lender**

Signed by

For and on behalf of

**Fern Trading Limited**

*M. C. Wetherston*