



Registration of a Charge

Company name: **AURORA CARROLL LIMITED**

Company number: **10679396**



X6FII48A

Received for Electronic Filing: **22/09/2017**

Details of Charge

Date of creation: **21/09/2017**

Charge code: **1067 9396 0001**

Persons entitled: **FERN TRADING LIMITED**

Brief description: **ANY FREEHOLD OR LEASEHOLD PROPERTY AND ANY BUILDINGS, ERECTIONS, FIXTURES OR FITTINGS FROM TIME TO TIME SITUATED OR FORMING PART OF SUCH PROPERTY AND ALL RELATED RIGHTS**

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: 10679396

Charge code: 1067 9396 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2017 and created by AURORA CARROLL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2017 .

Given at Companies House, Cardiff on 26th September 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**

EXECUTION VERSION

ACCESSION DEED

THIS ACCESSION DEED is made on the 21 day of September 2017

Between:

- (1) **AURORA CARROLL LIMITED**, a company incorporated in England and Wales (company number 10679396) whose registered office is at c/o The Aurora Group, 33 Holborn, London, United Kingdom EC1N 2HT (the "**Acceding Obligor**"); and
- (2) **FERN TRADING LIMITED** acting through its office at 6th Floor, 33 Holborn, London EC1N 2HT as lender (the "**Lender**"),
- (3) **AURORA CARE AND EDUCATION MIDCO LIMITED** registered in England & Wales (registered number 09767477) (the "**Original Obligor**"),

and is supplemental to a composite debenture dated 29 October 2015 between, amongst others, the Original Obligor and the Lender (the "**Debenture**").

This Deed witnesses as follows:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed.
- 2 The Acceding Obligor confirms that it has been supplied with a copy of the Debenture and that it is a Subsidiary of Aurora Care and Education Opco Limited.
- 3 The Acceding Obligor agrees to be bound by the terms of the Debenture as an Obligor and shall be party to the Debenture with effect from the date of this Deed as an Obligor as if it were named in the Debenture as an Obligor (but so that the security created on this accession will be created on the date of this Deed).
- 4 Without prejudice to the generality of paragraph 3 above:
 - (a) all security created under this Deed is in favour of the Lender and is security for the payment, discharge and performance of the Secured Obligations; and
 - (b) all security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 5 The Acceding Obligor:
 - a) charges by way of legal mortgage any Real Property owned by it and specified in Part 1 of the schedule to this Deed;
 - b) charges by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to it (other than property charged under paragraph (a) above);
 - c) charges by way of fixed charge, all Plant and Machinery owned by it and its interest in any such Plant and Machinery in its possession, and specified in Part 2 of the schedule to this Deed;

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- d) charges by way of fixed charge, all present and future Receivables owned by it, other than those validly and effectively assigned under paragraph o) below;
- e) charges by way of fixed charge, other than those validly and effectively assigned under paragraph o) below,
 - i) all present and future Investments owned by it and specified in Part 3 of the schedule to this Deed;
 - ii) all Investment Derivative Rights owned by it;
 - iii) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;
- f) charges by way of fixed charge, all present and future Intellectual Property Rights owned by it and specified in Part 4 of the schedule to this Deed;
- g) charges by way of fixed charge all of its rights in respect of any amount standing to the credit of any Accounts held by it and the debt represented by those Accounts;
- h) charges by way of fixed charge, its goodwill;
- i) charges by way of fixed charge, its uncalled capital;
- j) charges by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under paragraph o) below, and as specified at Part 5 of the schedule to this Deed;
- k) charges by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under paragraph o) below, and as specified at Part 6 of the schedule to this Deed;
- l) charges by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- m) charges by way of fixed charge, all rights, interests and claims in any pension fund now or in the future;
- n) charges by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed; and
- o) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title, interest and benefit from time to time in and to the:
 - i) Material Contracts;
 - ii) Insurance Policies;
 - iii) Investments, and
 - iv) Receivables.

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- 6 The Additional Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any of its Real Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [●] in favour of Fern Trading Limited referred to in the charges register."

- 7 The Additional Obligor applied to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any of its Real Property registered at the Land Registry:

"[●] under a facility agreement dated 29 October 2015 (as amended and restated on 12 May 2016 and 4 November 2016 and as further amended on 27 February 2017 and as may be further amended and restated from time to time) between, amongst others, Aurora Care and Education Midco Limited and Fern Trading Limited, Fern Trading Limited is under an obligation (subject to the terms of that facility agreement) to make further advances and the security agreement referred to in the charges register dated [●] 2017 in favour of Fern Trading Limited secures those further advances."

- 8 The fact that no or incomplete details of any asset are inserted in the schedule to this Deed does not affect the validity of the security created by this Deed.

- 9 If the Acceding Obligor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:

- a) the Acceding Obligor must notify the Lender immediately;
- b) unless the Lender otherwise requires, the Acceding Obligor must use all reasonable endeavours to obtain the consent as soon as practicable; and
- c) the Acceding Obligor must promptly supply the Lender with a copy of the consent obtained by it.

- 10 The Acceding Obligor confirms that:

- (a) it is a limited liability company incorporated under the laws of England and Wales;
- (b) no Event of Default is continuing or would occur as a result of it becoming an Additional Obligor; and
- (c) each of the representations set out in clause 8 (*Representations*) of the Debenture are true and correct as at the date of this Deed as if made by reference to it, this Deed and the facts and circumstances then existing.

- 11 The Acceding Obligor acknowledges that other persons may be added to, or released from, the Debenture without the Acceding Obligor's consent.

- 12 The Original Obligor for itself and as agent for the other Obligors under the Debenture, agrees to all matters provided for in this Deed.

- 13 The Debenture continues in full force and effect and the Debenture and this Accession Deed shall be read and construed as one document.

- 14 The provisions of Clauses 22.4 (Partial invalidity), 24 (Counterparts) and 26 (Jurisdiction) of the Debenture apply to this Deed as if set out in full in this Deed but as though references to the Debenture were references to this Deed.

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- 15 A person who is not a party to this Deed 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.
- 16 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed was executed and delivered as a deed on the date written above.

EXECUTION VERSION

SCHEDULE TO ACCESSION DEED

Part 1 – Real Property

Part 2 – Plant & Machinery

Part 3 – Investments

Part 4 – Intellectual Property Rights

Part 5 – Insurance

Part 6 – Material Contracts

EXECUTION VERSION

THE ACCEDING OBLIGOR

EXECUTED as a DEED by

AURORA CARROLL LIMITED

acting by a director in the presence of:

Director

Print name: TORSTEN MACK

Signature of witness

Print name (in BLOCK CAPITALS): JENNIFER MCCABE

Address:

Occupation: SOLICITOR

EXECUTION VERSION

THE LENDER

SIGNED by

)



for and on behalf of

)

FERN TRADING LIMITED

)

Authorised signatory *UNDER POWER OF ATTORNEY*

)

Print name: *SARAH GRANT*

EXECUTION VERSION

THE ORIGINAL OBLIGOR

EXECUTED as a DEED by)

AURORA CARE AND EDUCATION MIDCO)
LIMITED

acting by a director in the presence of:

) Director

) Print name: TORSTEN MACK

Signature of witness

Print name (in BLOCK CAPITALS): JENNIFER MCCABE

Address:

Occupation: SOLICITOR