

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

212790/52  
**395**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use  
P 1516

Company number

02313425

Name of company

\* Cognita Schools Limited (the "Charging Company")

Date of creation of the charge

31 March 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental legal mortgage dated 31 March 2008 executed by the Charging Company in favour of Bank of Scotland plc (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)) (the "Legal Mortgage")

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached Schedule)

References to any Finance Document include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland plc (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule))  
Level 7, 155 Bishopsgate, London

Postcode EC2M 3YB

Presentor's name address and reference (if any)

Lovells LLP  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

F3PSD/19558 05429/1949499

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



A36

\*A1QETYQW\*  
09/04/2008  
COMPANIES HOUSE

465

Short particulars of all the property mortgaged or charged

The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums (as defined in the attached Schedule), charged to the Security Agent by way of legal mortgage all of the Mortgaged Property (as defined in the attached Schedule) together with all buildings, fixtures and fixed plant and machinery at any time thereon

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Mortgage and which must be read as part of those charges

Please do not write in this margin

*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed Lawells LLP  
On behalf of Solihull [mortgagee/chargee] †

Date 8 April 2008

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)*

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

## SCHEDULE TO FORM 395 FOR COGNITA SCHOOLS LIMITED

### Part I

#### Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Legal Mortgage unless otherwise specified. References in this Schedule to the Legal Mortgage or to any other document (including any Finance Document) include reference to the Legal Mortgage, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below

**"Agent"** means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland)

**"Beneficiary"** means each Finance Party and each Hedge Counterparty

**"Debenture"** means the debenture dated 14 August 2007 between, amongst others, Cognita Holdings Limited and the Charging Company (as Chargors) and The Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) (as Security Agent)

**"Facilities Agreement"** means the facilities agreement dated 30 November 2004, as amended and restated on 14 August 2007, between Cognita Holdings Limited (as the Parent), the companies listed as Original Borrowers, the companies listed as Original Guarantors and The Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) as Mandated Lead Arranger, Original Lender, Agent, Security Agent and in certain other capacities, each term as defined therein

**"Finance Documents"** means the Debenture, the Facilities Agreement, any Accession Letter, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Investor Side Letter, any Selection Notice, any other Transaction Security Document, any Utilisation Request, the Colchester Letter of Credit, the Southbank Shareholder's Undertaking (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent

**"Finance Party"** means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (each as defined in the Facilities Agreement, unless otherwise defined in this Schedule)

**"Hedge Counterparty"** has the meaning given to that term in the Intercreditor Agreement

**"Intercreditor Agreement"** means the intercreditor agreement dated 30 November 2004 (as amended and restated on 14 August 2007) and made between, amongst others, Cognita Holdings Limited (previously named Broomco (3623) Limited), the other Obligors, The Governor and Company of the Bank of Scotland (now named Bank of Scotland plc) (as Security Agent and Senior Agent), the Senior Creditors, the Hedge Counterparties, the Investors, the Intercompany Debtors and the Intercompany Creditors (each term as defined therein)

**"Mortgaged Property"** means the property described in Part II of this Schedule

**"Parent"** means Cognita Holdings Limited, a limited liability company incorporated in England and Wales under the Companies Act 1985 with registered number 5281013

**"Party"** means a party to the Legal Mortgage

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- T  
W
- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
  - (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

**"Security Agent"** means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

## Part II

### The Mortgaged Property

The main school known as 166, 168 and 170 Pampisford Road, registered with freehold title under title numbers SGL233936, SY63374 and SY56980 respectively (the "Main School"),

The nursery (together with residential flat) known as 91 Pampisford Road registered with freehold title under title number SGL655038 ("the Nursery"), and ✓

The sports field (formerly known as the CMOA Sports Ground, Pampisford Road) registered with leasehold title by virtue of a lease dated 31 March 2005 for a term of 999 years between (1) the Mayor and Burgesses of the London Borough of Croydon and (2) John Terence Jenkins and Linda Jenkins trading as Cumnor House School under title number SGL663563 ("the Sports Field")

## Part III

### Covenants and Restrictions

The Charging Company agreed that all of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities secured by the Legal Mortgage and for defining and enforcing the rights of the Parties under the Legal Mortgage as if such covenants, provisions and powers had been set out in full in the Legal Mortgage, with the appropriate changes having been made. For further details see the Form 395 filed against the Charging Company in respect of the Debenture



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 2313425  
CHARGE NO. 56**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL  
MORTGAGE DATED 31 MARCH 2008 AND CREATED BY  
COGNITA SCHOOLS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO ALL OR  
ANY OF THE BENEFICIARIES ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 9 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2008

*F. Angel*

