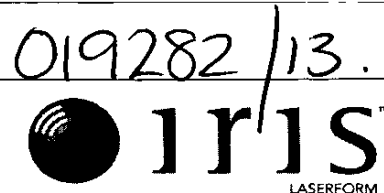


MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

THURSDAY



A1CIAK47

A11

05/07/2012

#307

COMPANIES HOUSE

1

Company details

Company number

0 0 0 5 0 4 0 4

Company name in full

Scarborough College Limited

(the "Company")

1 7 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 7 0 6 2 0 1 2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Legal charge dated 27/06/2012 between (1) Bramcote School Limited (the "Issuer"), (2) the
Company and (3) Lupton Fawcett Trustees (the "Security Trustee") (the "Deed of Charge")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(i) All present and future monies, obligations and liabilities owed by the Issuer to
the Bondholders or the Security Trustee, whether actual or contingent and
whether owed jointly or severally, as principal or surety and/or in any other
capacity, under or in connection with the Bonds, the Offer Document, the Trust
Deed or this deed of charge (including, without limitation, those arising at (ii)
below) together with with all interest (including, without limitation, default interest)
accruing in respect of such monies or liabilities (the "Secured Liabilities")
(ii) Any release, discharge or settlement between the Issuer, the Company and
the Security Trustee shall be deemed conditional on no payment or security
received by the Security Trustee in respect of the Secured Liabilities being
avoided, reduced or ordered to be refunded pursuant to any law relating to
insolvency, bankruptcy, winding up, administration, receivership, or otherwise
Despite any such release, discharge or settlement, the Security Trustee may
recover the value or amount of such security or payment from the Issuer and / or
the Company subsequently as if such release, discharge or settlement has not
occurred

Terms are as defined in section 6

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Lupton Fawcett Trustees (CRN 08064716)

Address Yorkshire House, East Parade

Leeds

Postcode L S 1 5 B D

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

(A) Fixed charges

By way of first legal mortgage the land and buildings known as Scarborough College, Filey Road, Scarborough, YO11 3BA registered with title absolute under Land Registry title number NYK345230) (the "Property")

By way of first fixed charge

- (i) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned under (B),
- (ii) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Proprietor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, and
- (iii) all authorisations (statutory or otherwise) held or required in connection with the Issuer's business carried on at the Property and all rights in connection with them

(B) Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Security Trustee

- (i) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, and
- (ii) the Rent and the benefit of any guarantee or security in respect of the Rent provided that nothing in this clause (B) shall constitute the Security Trustee as mortgagee in possession

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X 

X

This form must be signed by a person with an interest in the registration of the charge

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(C) Negative pledge

The Issuer and the Company shall not at any time, except with the prior written consent of the Security Trustee

- (i) create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Property other than this Deed of Charge and the Bank's Security, or
- (ii) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property, or
- (iii) create or grant (or purport to create or grant) any interest in the Property in favour of a third party

Defined terms:

Bank's Security two debentures over the Property in favour of the Royal Bank of Scotland PLC, dated 13/12/2011 and 17/02/2012,

Bonds £600,000 seven per cent interest secured bonds due 1 September 2017,

Bondholders registered holders of the Bonds,

Encumbrance any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

Offer Document the investment offer made by the Issuer in relation to the Bonds,

Rent all amounts payable to or for the benefit of the Company by way of rent licence fee ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Company in respect of occupation or usage of any part of the Property including (without limitation) for display of advertisements on licence or otherwise

Trust Deed the trust deed made between the Issuer and the Security Trustee on the same date as the deed of charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Joss Richardson

Company name Lupton Fawcett LLP

Address Yorkshire House

East Parade

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 5 B D

Country England

DX 730000 Leeds 70

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 50404
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27 JUNE
2012 AND CREATED BY SCARBOROUGH COLLEGE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE ISSUER TO THE BONDHOLDERS OR THE SECURITY
TRUSTEE ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
5 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JULY 2012

