



**Registration of a Charge**

Company name: **HEATH FARM LIMITED**

Company number: **02582284**



X7GFA67V

Received for Electronic Filing: **12/10/2018**

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**Details of Charge**

Date of creation: **08/10/2018**

Charge code: **0258 2284 0018**

Persons entitled: **SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED (AS SECURITY AGENT)**

Brief description: **AMONGST OTHERS THE FREEHOLD LAND BEING PART OF MOUNTFIELD AND WHATLINGTON C OF E PRIMARY SCHOOL, VINEHALL ROAD, MOUNTFIELD, ROBERTSBRIDGE AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER ESX356924 FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**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 COMPOSITE COPY OF THE  
ORIGINAL INSTRUMENT.**

Certified by:

**PAULA INGLIS**



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

Company number: 2582284

Charge code: 0258 2284 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th October 2018 and created by HEATH FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2018 .

Given at Companies House, Cardiff on 16th October 2018

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

8 October

EXECUTION VERSION

2018

LONGDON HALL SCHOOL LIMITED

HEATH FARM LIMITED  
(AS CHARGORS)

- and -

SUMITOMO MITSUI BANKING CORPORATION  
EUROPE LIMITED  
(AS SECURITY AGENT)

SUPPLEMENTAL LEGAL MORTGAGE

THIS DEED IS SUBJECT TO THE TERMS OF THE  
INTERCREDITOR AGREEMENT REFERRED TO IN THIS DEED

Ref: F3/1V0587.000259/INGLISPA/ARMFILA



Save for material redacted pursuant to s859G of the  
Companies Act 2006, we hereby certify that this is a  
true copy of the composite original seen by me

Signed: PURVIS PAVANOLU

Dated: 09/10/18

Hogan Lovells International LLP  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEED is made on

8 October

2018

**BETWEEN:**

- (1) **THE COMPANIES** named in Schedule 1 (*The Chargors*) as the Chargors; and
- (2) **SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED** as Security Agent.

**WHEREAS:**

- (A) This Deed is supplemental to the Debenture (as defined below) pursuant to which the Chargors charged, amongst other things, freehold and leasehold properties to the Security Agent to secure the payment of all monies and liabilities covenanted to be paid or discharged in the Debenture.
- (B) Each Chargor is entering into this Deed pursuant to Clause 10.2 (*Supplemental Legal Mortgage*) of the Debenture in order to perfect the fixed equitable charge over the Mortgaged Property (as defined below) granted under the Debenture into a legal mortgage over the Mortgaged Property to secure the moneys and liabilities covenanted to be paid or discharged by each of the Chargors in the Debenture.

**WITNESSES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Definitions:** Unless the context otherwise requires, words or expressions defined in the Debenture shall have the same meaning in this Deed and this construction shall survive the termination of the Debenture. In addition, in this Deed:

**"Debenture"** means the debenture dated 3 August 2016 and made between, amongst others, SSCP Spring Midco 2 Limited and certain of its Subsidiaries as chargors and the Security Agent.

**"Facilities Agreement"** means the facilities agreement originally dated 10 April 2015 (as amended and restated pursuant to an amendment and restatement agreement dated 14 July 2016 and as further amended pursuant to an amendment letter dated 3 August 2016) and made between, amongst others, SSCP Spring MidCo 2 Limited as the Parent and Sumitomo Mitsui Banking Corporation Europe Limited as Agent and Security Agent (each term as defined therein).

**"Intercreditor Agreement"** means the intercreditor agreement dated 10 April 2015 and made between, amongst others, the Parent, the Original Debtors, the Intra-group Lenders, the Security Agent, the Agent, the Arrangers and the Holdco (each term as defined therein) as amended and restated from time to time and most recently by the 2016 Intercreditor Amendment and Restatement Agreement.

**"Mortgaged Property"** means the property described in Schedule 2 to this Deed.

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether incurred jointly or severally or in any other capacity whatsoever and whether incurred originally by each of the Chargors or by some other person) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (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 Sumitomo Mitsui Banking Corporation Europe Limited, acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

1.2 **Interpretation:** Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed.

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action.
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and **"written"** has a corresponding meaning.
- (g) References to this Deed or to any other document (including any Finance Document) include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document or to the nature or amount of any facilities made available under such other document.
- (h) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (i) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Deed.
- (j) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.

(k) Headings in this Deed are inserted for convenience and shall not affect its interpretation.

(l) A Default or an Event of Default is "**continuing**" for the purposes of the Finance Documents if it has not been remedied or waived.

**2. COVENANT TO PAY**

2.1 **Covenant to pay:** Each Chargor repeats the covenant given by it in Clause 2 (*Covenant to pay*) of the Debenture that it will, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.

2.2 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

**2.3 Demands:**

(a) The making of one demand shall not preclude the Security Agent from making any further demands.

(b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

**3. CHARGING CLAUSE**

Each Chargor, with full title guarantee (subject to the Security created by that Chargor in the Debenture), as security for the payment or discharge of all Secured Sums, charges to the Security Agent by way of legal mortgage all of the Mortgaged Property together with all buildings, fixtures and fixed plant and machinery at any time thereon.

**4. INCORPORATION OF PROVISIONS**

All of the covenants, provisions and powers contained in or subsisting under the Debenture to the extent relevant to the Mortgaged Property shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the Parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, but so that each reference in those clauses to the Debenture shall be read as a reference to this Deed.

**5. NEGATIVE PLEDGE**

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, no Chargor shall:

(a) create or agree or attempt to create, or permit to subsist, any Security or any trust over any of the Mortgaged Property; or

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of the Mortgaged Property, or part with possession or ownership of any of it, or purport or agree to do so.



6. **APPLICATION TO HM LAND REGISTRY**

- (a) In relation to each register of title of the Mortgaged Property, each Chargor consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry any and all of the following, at any time:
- (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
  - (ii) a form RX1 (*application to register a restriction*) to register a Form P restriction in the following terms:  
  
"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 charge dated \_\_\_\_\_ in favour of \_\_\_\_\_ referred to in the charges register or their conveyancer.";  
  
and
  - (iii) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any of the Mortgaged Property in England and Wales which is unregistered Land at its own expense, immediately following its execution of this Deed.

7. **FURTHER ASSURANCE**

The provisions of clause 27.34 (*Further assurance*) of the Facilities Agreement shall apply to this Deed as if set out in full in this Deed.

8. **COSTS, EXPENSES AND LIABILITIES**

The provisions of clause 22 (*Costs and Expenses*) and clause 23 (*Other Indemnities*) of the Intercreditor Agreement shall apply to this Deed as if set out in full in this Deed.

9. **THIRD PARTY RIGHTS**

9.1 **Exclusion of Contracts (Rights of Third Parties) Act 1999:** No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Deed.

9.2 **Rights to vary:** The parties to this Deed (or the Parent on behalf of each Chargor and the Security Agent on behalf of the Beneficiaries) may by agreement vary any term of this Deed (including this Clause 9) without the necessity of obtaining any consent from any other person.

10. **FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

10.1 **Delay etc:** All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of any Beneficiary, nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them.

10.2 **Severability:** No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

- 10.3 **Illegality, invalidity, unenforceability:** Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed.
- 10.4 **Variations:** No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and each Chargor (or the Parent on behalf of each Chargor).
- 10.5 **Consents:** Save as otherwise expressed in this Deed, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed.

12. **SECURITY AGENT**

The provisions of clause 20 (*The Security Agent*) and clause 27 (*Consents, Amendments and Override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Deed as if set out in this Deed in full.

13. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

14. **ENFORCEMENT**

- (a) The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**").
- (b) 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.
- (c) This Clause 14 is for the benefit of the Beneficiaries only. As a result no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been executed by the Chargors as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document.

**SCHEDULE 1**

**The Chargors**

<b>Name</b>	<b>Company Number</b>	<b>Registered Address</b>
Longdon Hall School Limited	07443059	1 Merchant's Place, River Street, Bolton, Lancashire, BL2 1BX
Heath Farm Limited	02582284	1 Merchant's Place, River Street, Bolton, Lancashire, BL2 1BX

**SCHEDULE 2**

**The Mortgaged Property**

	Property Descriptions	Registered Proprietor
1.	Wenlock School	
	Freehold land being Dudley College, Wrens Hill Road, Dudley, DY1 3SB registered at the Land Registry with title number MM97080	Longdon Hall School Limited (company number: 07443059)
2.	Mountfield Heath	
	Freehold land being part of Mountfield and Whatlington C of E Primary School, Vinehall Road, Mountfield, Robertsbridge registered at the Land Registry with title number ESX356924	Heath Farm Limited (company number: 02582284)
	Freehold land being part of Mountfield C of E Primary School, Vinehall Road, Mountfield, Robertsbridge, TN32 5JN registered at the Land Registry with title number ESX285592	Heath Farm Limited (company number: 02582284)
	Freehold land being the north east side of Vinehall Road, Mountfield, Robertsbridge registered at the Land Registry with title number ESX338042	Heath Farm Limited (company number: 02582284)
	Freehold land being part of Mountfield and Whatlington C of E Primary School, Vinehall Road, Mountfield, Robertsbridge registered at the Land Registry with title number ESX356930	Heath Farm Limited (company number: 02582284)
	Freehold land being part of Mountfield and Whatlington C of E Primary School, Vinehall Road, Mountfield, Robertsbridge registered at the Land Registry with title number ESX356932	Heath Farm Limited (company number: 02582284)
	Freehold land being part of Mountfield and Whatlington C of E Primary School, Vinehall Road, Mountfield, Robertsbridge, TN32 5JN registered at the Land Registry with title number ESX356934	Heath Farm Limited (company number: 02582284)
3.	Westbourne School	
	Freehold land being Ashfield College, Huthwaite Road, Sutton-In-Ashfield, NG17 2EL registered at the Land Registry with title number NT409583	Longdon Hall School Limited (company number: 07443059)

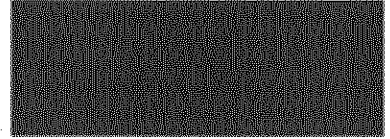
	Freehold land being land on the east side of Ashleigh Avenue, Sutton-In-Ashfield registered at the Land Registry with title number NT469246	Longdon Hall School Limited (company number: 07443059)
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EXECUTION PAGE

THE CHARGORS

Executed as a  
Deed by **LONGDON HALL SCHOOL  
LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Director

in the presence of:

Signature of witness:

Name of witness:

Louise Bouckley

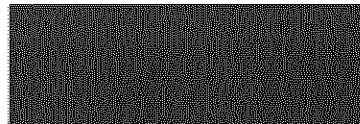
Address of witness:

71 Cowley Road,

Uxbridge, UB8 2AE

Executed as a  
Deed by **HEATH FARM LIMITED**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Director

in the presence of:

Signature of witness:

Name of witness:

Louise Bouckley

Address of witness:

71 Cowley Road,

Uxbridge, UB8 2AE

**THE SECURITY AGENT**

Signed for and on behalf of  
**SUMITOMO MITSUI BANKING CORPORATION**  
**EUROPE LIMITED**

Address details:

99 Queen Victoria Street  
London, ECV 4EH

FAO: Joyce Horne / Veronica Irlam  
Fax: +44 (0) 20 7786 1994  
E-mail: [GBLOEuroFacilityAgent@gb.smbcgroup.com](mailto:GBLOEuroFacilityAgent@gb.smbcgroup.com)

Joyce Horne