



Registration of a Charge

Company name: **WHITE HORSE EDUCATION PARTNERSHIP LIMITED**

Company number: **03911634**



X9AQ5QBK

Received for Electronic Filing: **04/08/2020**

Details of Charge

Date of creation: **24/07/2020**

Charge code: **0391 1634 0002**

Persons entitled: **COMMERZBANK FINANCE LIMITED AS SECURITY TRUSTEE**

Brief description: **LEASHOLD PROPERTY AT WOOTTON BASSETT SECONDARY SCHOOL, LIME KILN, WOOTTON BASSETT, WILTSHIRE WITH REGISTERED TITLE NUMBER WT295887.**

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:

**JESSICA HASTINGS, CMS CAMERON MCKENNA NABARRO
OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3911634

Charge code: 0391 1634 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2020 and created by WHITE HORSE EDUCATION PARTNERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2020 .

Given at Companies House, Cardiff on 5th August 2020

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**

DATE: 24 July 2020

**SUPPLEMENTAL LEGAL MORTGAGE OVER LAND AT WOOTTON BASSETT
SECONDARY SCHOOL, LIME KILN, WOOTTON BASSETT, WILTSHIRE**

Between

WHITE HORSE EDUCATION PARTNERSHIP LIMITED
(as Chargor)

and

COMMERZBANK FINANCE LIMITED
(as Security Trustee)

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
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cms.law

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THIS SUPPLEMENTAL DEED is made on the 24 day of July 2020

BETWEEN:

- (1) **WHITE HORSE EDUCATION PARTNERSHIP LIMITED**, registered in England and Wales with company number 03911634, whose registered office is situate at Third Floor Broad Quay House, Prince Street, Bristol BS1 4DJ (the "**Chargor**"); and
- (2) **COMMERZBANK FINANCE LIMITED** of 30 Gresham Street, London EC2V 7PG as security trustee for itself and the other Finance Parties (as defined below) (the "**Security Trustee**").

WHEREAS:

- (A) The Chargor enters into this Supplemental Deed in connection with a facilities agreement (the "**Facilities Agreement**") dated 27 October 2000 and made between, among others, (1) the Chargor as Borrower, (2) Commerzbank AG, London Branch (formerly Dresdner Bank AG, London Branch) as Agent and (3) the Security Trustee, as amended from time to time.
- (B) This Supplemental Deed is supplemental to a debenture (the "**Debenture**") dated 27 October 2000 and made between (1) the Chargor and (2) the Security Trustee as trustee for the Finance Parties (as defined in the Debenture) in connection with the Facilities Agreement and the other Finance Documents (as defined in the Debenture).
- (C) In consideration of the Banks (as defined in the Facilities Agreement) providing and continuing to provide the facilities contained in the Facilities Agreement to the Chargor has agreed to enter into this Supplemental Deed.
- (D) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Deed is in the interests of the Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture shall, unless otherwise defined in this Supplemental Deed or the context otherwise requires, have the same meanings when used in this Supplemental Deed and in addition in this Supplemental Deed:

"**New Mortgaged Property**": any freehold, commonhold or leasehold property the subject of the security constituted by this Supplemental Deed and references to any "**New Mortgaged Property**" shall include references to the whole or any part or parts of it.

Construction

- 1.2 All of the provisions of Clause 1.2 (*Construction*) of the Debenture shall, unless the context otherwise requires, apply to this Supplemental Deed as if set out in this Supplemental Deed in full and as if references in those Clauses to "**this Deed**" were references to this Supplemental Deed.
- 1.3 It is intended that this document shall take effect as and be a deed of the Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.4 This Supplemental Deed is designated as a Security Document.

2. GRANT OF SECURITY

Legal Mortgage

- 2.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property specified in Schedule 1 (*New Mortgaged Property*).
- 2.2 For the avoidance of doubt and without prejudice to Clause 3 (*Incorporation of Provisions of Debenture*), any reference in this Supplemental Deed to a charge or mortgage of any New Mortgaged Property shall be construed so as to include:
- 2.2.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor, and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities, in respect of that New Mortgaged Property;
- 2.2.2 the proceeds of sale of any part of, and any other moneys paid or payable in respect of or in connection with, that New Mortgaged Property; and
- 2.2.3 all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants' fixtures and fittings) from time to time in or on that New Mortgaged Property.

Implied Covenants for Title

- 2.3 The security granted by the Chargor under this Supplemental Deed is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a), Section 3 and Section 4 of that Act shall extend to the Chargor without, in each case, the benefit of Section 6(2) of that Act.

3. INCORPORATION OF PROVISIONS OF DEBENTURE

Incorporation

- 3.1 The parties to this Supplemental Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture shall be deemed to be incorporated in this Supplemental Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Grant of Security*) and to any New Mortgaged Property and all other property referred to in that Clause.
- 3.2 The Debenture and this Supplemental Deed shall be read and construed together as one document and any reference in the Debenture to "**this Deed**" shall be read as a reference to the Debenture as supplemented by this Supplemental Deed.
- 3.3 The definitions of "**Charged Property**" and "**Mortgaged Property**" in the Debenture shall, for the avoidance of doubt, include the New Mortgaged Property and all other property referred to in Clause 2 (*Grant of Security*).

Confirmation

- 3.4 This Supplemental Deed shall be without prejudice to the Debenture, the security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding this Supplemental Deed.

3.5 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 2 (*Fixed Security*) of the Debenture shall continue in full force and effect notwithstanding this Supplemental Deed and shall not merge in any security constituted by this Supplemental Deed or be released, extinguished or affected in any way by the security constituted by this Supplemental Deed or the provisions of this Clause 3.

3.6 The Chargor certifies that this Supplemental Deed does not contravene its Memorandum and Articles of Association.

4. PERFECTION OF SECURITY

Registration at HM Land Registry

4.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any New Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against its title to such New Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [insert full name of the Security Trustee] referred to in the charges register".

4.2 If the title to any New Mortgaged Property is not registered at HM Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that New Mortgaged Property without the prior consent in writing of the Security Trustee.

4.3 Whether or not the title to any of the New Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to any New Mortgaged Property, the Chargor shall immediately provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Supplemental Deed, the Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

4.4 Subject to the provisions of the Facilities Agreement, each Bank is under an obligation to make further advances to the Chargor under the Facilities Agreement and that obligation will be deemed to be incorporated into this Supplemental Deed as if set out in this Supplemental Deed.

5. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an electronic counterpart of this Supplemental Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6. GOVERNING LAW

This Supplemental Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

IN WITNESS of which this Supplemental Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

SCHEDULE 1

NEW MORTGAGED PROPERTY

Part 1 - Registered Land

(Freehold, commonhold or leasehold property in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

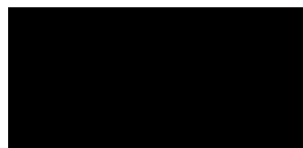
Premises at:	County/District	Registered at HM Land Registry under Title No:
Wootton Bassett Secondary School, Lime Kiln, Wootton Bassett	Wiltshire	WT295887

EXECUTION PAGE

THE CHARGOR

Executed as a deed by
**WHITE HORSE EDUCATION
PARTNERSHIP LIMITED**
on being signed by: NEIL RAE
.....
in the presence of:

)
)
)
)
)
)



.....
Director

Signature of witness:



Name:

LISA RAE
.....

Address:



Occupation:

CHARTERED CERTIFIED ACCOUNTANT
.....

THE SECURITY TRUSTEE

Executed as a deed by
COMMERZBANK FINANCE LIMITED
on being signed by:
.....
and

)
)
)
)
)

.....
Authorised Signatory

.....
Authorised Signatory

EXECUTION PAGE

THE CHARGOR

Executed as a deed by)
WHITE HORSE EDUCATION)
PARTNERSHIP LIMITED)
on being signed by:)
.....) Director
in the presence of:)

Signature of witness:

Name:

Address:

Occupation:

THE SECURITY TRUSTEE

Executed as a deed by)
COMMERZBANK FINANCE LIMITED)
on being signed by:) Authorised Signatory
..... Ulrike Meinschmidt)
and Erik Mehdorn)
.....
Authorised Signatory