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COMPANIES FORM No. 395

Particulars of a mortgage or charge

113842/13

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

11

4718227

Name of company

* Newham Learning Partnership (Hold Co) Limited (the "Chargor")

Date of creation of the charge

19 June 2009

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

Deed of Charge over Shares between the Chargor (1) and The General Practice Finance Corporation Limited as trustee for itself and the other Secured Parties (the "Trustee") (2) (the "Charge")

Amount secured by the mortgage or charge

7 All obligations owing to the Trustee as security trustee for the Secured Parties under or pursuant to the Senior Finance Documents (including the Charge) whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Chargor shall pay to the Trustee when due and payable every sum at any time owing, due or incurred by the Chargor to the Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties in respect of any liabilities (the "Secured Obligations").

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

The General Practice Finance Corporation Limited (as Trustee) of Sentinel House, 37 Surrey Street, Norwich

Postcode NR1 3UY

Presentor's name address and reference (if any):

Mills & Reeve LLP

Francis House
112 Hills Road
Cambridge
CB2 1PH

CHEB/2020447/0093

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



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A15

02/07/2009

185

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Chargor with full title guarantee and to the intent that the security created shall rank as a continuing security for the payment and discharge of the Secured Obligations:

(a) charged to the Trustee by way of first fixed charge the Shares, the certificates or other documents of title to which, together with transfers thereof duly executed by the Chargor in favour of the Trustee or its nominee, have been delivered to the Trustee; and

(b) assigned to the Trustee by way of security all of its right, title and interest to and in the Distributions.

(continued)

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

Particulars as to commission allowance or discount (note 3)

Signed *Mills & Reeve LLP*

Date *01/07/09*

On behalf of ~~[company]~~ [mortgagee/chargee] †

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

CHFP025

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 1
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

4718227

Name of Company

Newham Learning Partnership (Hold Co) Limited (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Negative Pledge

1. For so long as it remains bound by the provisions of this Charge, the Chargor shall not without the prior written consent of the Trustee:
- 1.1 secure or suffer any of its obligations for the payment or repayment of money (actual or contingent) to be secured by any Encumbrance (other than any Permitted Encumbrance) on its interests in or under any or all of its Property, assets, rights or revenues charged under the Charge; or
 - 1.2 assign, charge or in any other way divert the payment of any Distributions or any other moneys payable in respect of the Shares or any part thereof away from the Chargor (other than in accordance with the terms hereof or as permitted pursuant to the Senior Finance Documents); or
 - 1.3 enter into or permit to subsist any floating charge or other Encumbrance (other than any Permitted Encumbrance) over the whole or a substantial part of its assets which would entitle any person to appoint an administrative receiver.

*Please complete
legibly, preferably
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bold block lettering*

Definitions

"Company" means Newham Learning Partnership (Project Co) Limited a corporation incorporated under the laws of England (registered number 5991727), having its registered office at Bridge Place, Anchor Boulevard, Admirals Place, Crossways, Dartford, Kent, DA2 6SN.

"Delegate" means any delegate, agent, attorney or co trustee appointed by the Trustee.

"Distributions" includes dividends, distributions, coupon payments, interest and other sums payable on account of the Shares.

"Encumbrance" means any mortgage, charge, pledge, lien, assignment created for the purpose of security, hypothecation, encumbrance or other security interest or preferential arrangement of any kind or other agreement which has the same or similar effect to the granting of security.

"Lender" means The General Practice Finance Corporation Limited in its capacity as lender under the Loan Agreement.

"Loan Agreement" means an agreement dated the date of the Charge (as amended, supplemented and/or varied from time to time) between the Trustee (in its capacity as a Secured Party) the Chargor and the Company under which the Lender agrees to provide a term loan facility to the Company pursuant to the terms thereof.

"Permitted Encumbrance" means any Encumbrance pursuant to the Security Documents and the Subordinated Security Documents.

"Receiver" has the meaning given in the Loan Agreement.

"Secured Parties" means the Lender, the Trustee, each New Lender which is a party to the Loan Agreement and any Receiver or Delegate.

(continued)

CHFP025

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

4718227

Name of Company

Newham Learning Partnership (Hold Co) Limited (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Glossary*
 10. *Notes*
 11. *Footnotes*
 12. *Endnotes*
 13. *Tables*
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Security Documents" has the meaning given in the Loan Agreement.

"Senior Finance Documents" means:

- (a) the Loan Agreement;
- (b) the Security Documents; and
- (c) and any other document designated as such by the Lender and the Company.

"Shares" means all of the ordinary shares present and future in the Company held by the Chargor and all rights, money or property accruing or offered by way of redemption, bonus, preference, option rights, warrant rights or otherwise to or in respect of the Shares and all allotments, accretions, offers, rights, benefits and advantages whatsoever accruing, offered or arising in respect of the same or in substitution or exchange for any of the Shares including, without limitation, any uncertificated securities, but so that nothing in the Charge be construed as placing on the Trustee any liability whatsoever in respect of any calls, instalments or other payment relating to the Shares or any part of them.

"Subordinated Security Documents" has the meaning given in the Loan Agreement.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4718227
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER SHARES
DATED 19 JUNE 2009 AND CREATED BY NEWHAM LEARNING
PARTNERSHIP (HOLD CO) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE GENERAL PRACTICE FINANCE CORPORATION LIMITED
(AS TRUSTEE) 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 2 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JULY 2009



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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES