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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland



A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

CHFP025

Please do not write in this margin

Pursuant to section 410 of the Companies Act 1985

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

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

For official use

Company number

[1] [2]

SC206930

Name of company

* The Edinburgh Schools Partnership Limited (the "Assignor")

* insert full name of company

Date of creation of the charge (note 1)

Executed and intimated on 4 July 2001

Description of the instrument (if any) creating or evidencing the charge (note 1)

Assignment in Security (the "Charge")

Amount secured by the charge

All present and future obligations and liabilities of the Assignor to the Lender under the Charge and/or under the Credit Facility Agreement, or any of the other Finance Documents and/or any assignment or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise including, without prejudice to the foregoing generality, all obligations to indemnify the Lender (the "Secured Obligations")

For definitions see paper apart.

Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland,
The Mound, Edinburgh, EH1 1YZ (the "Lender")

Presenter's name address telephone number and reference (if any):

McGrigor Donald
Princes Exchange
1 Earl Grey Street
EDINBURGH
EH3 9AQ
esp2.lfd

For official use
Charges Section



Short particulars of all the property charged.

Please do not write in this margin

In security of the payment and discharge of the Secured Obligations, the Assignor assigns to the Lender pursuant to the Charge its whole right, title, interest and benefit in and to:

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

- (a) the Project Contracts; and
- (b) Rights of the Assignor relative to the Project Contracts.

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed George Donald Date 5/7/01

On behalf of [company] [chargee] †

† delete as appropriate

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House
37 Castle Terrace
Edinburgh EH1 2EB

This is the definitions Paper Apart relative to the foregoing Companies Form 410 in respect of an Assignment in Security executed and intimated on 4 July 2001 by The Edinburgh Schools Partnership Limited as Assignor in favour of The Governor and Company of the Bank of Scotland as Lender.

In this Agreement:

"Borrower" means the Edinburgh Schools Partnership Limited (Registered number SC206930) whose registered office is situated at Excel House, Semple Street, Edinburgh EH3 8BL.

"Credit Facility Agreement" means the agreement entered into between *inter alia* the Assignor and the Lender dated 27 June 2001.

"Finance Document" means:

- (a) the Credit Facility Agreement;
- (b) the Charge; and
- (c) the Floating Charge,

and any other document designated as such by the Lender and the Borrower.

"Floating Charge" means the bond and floating charge dated 27 June 2001 granted by the Borrower in favour of the Lender.

"Project Contracts" means the contracts, particulars of which are set out in Part 1 of the Schedule to the Charge.

"Rights" in relation to any contract, agreement or arrangement includes:

- (a) the right to receive all and any monies payable thereunder;
- (b) the proceeds of any payment thereunder;
- (c) all claims for damages for any breach thereof (except for a breach by the Assignor).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 206930

I hereby certify that a charge created by

THE EDINBURGH SCHOOLS PARTNERSHIP LIMITED

on 4 JULY 2001

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,
on 5 JULY 2001

Given at Companies House, Edinburgh
9 JULY 2001



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC206930 CHARGE: 2

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
05/07/2001 CONFIRMATION OF BOOK		4/ 7/01 ASSIGNATION IN SECURITY DEBTS		ALL SUMS DUE, OR TO BECOME DUE	IN SECURITY OF THE PAYMENT AND DISCHARGE OF THE SECURED OBLIGATIONS, THE ASSIGNOR ASSIGNS TO THE LENDER PURSUANT TO THE CHARGE ITS WHOLE RIGHT, TITLE AND INTEREST AND BENEFIT IN AND TO A) THE PROJECTS CONTRACTS B) RIGHTS OF THE ASSIGNOR RELATIVE TO THE PROJECT CONTRACTS	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC206930 CHARGE: 2

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act