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COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

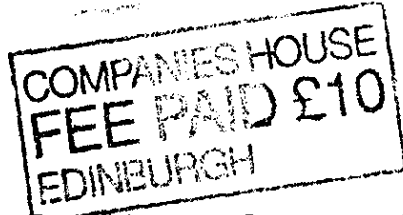
# 410

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



For official use

Company number



SC206930

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

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

Name of company

\* The Edinburgh Schools Partnership Limited (the "Chargor")

\* insert full name of company

Date of creation of the charge (note 1)

27th June 2001

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

Bond and Floating Charge (the "Charge")

Amount secured by the charge

All present and future obligations and liabilities of the Chargor to the Lender under the Charge and/or the Credit Facility Agreement, or any other Finance Document and/or any assignation 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

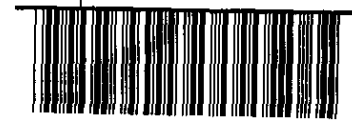
The Governor and Company of the Bank of Scotland,  
The Mound, Edinburgh, EH1 1YZ (the "Lender")

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

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

For official use  
Charges Section

Post room



SCT SMIOF223 0322  
COMPANIES HOUSE 04/07/01

Short particulars of all the property charged.

Please do not write in this margin

In security for the payment and discharge of the Secured Obligations the Chargor grants, pursuant to the Charge, a floating charge over the Secured Assets in favour of the Lender.

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

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

See Paper Apart

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 Walter Donald Date 3/7/01

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

**Notes**

† delete as appropriate

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 Paper Apart relative to the foregoing Companies Form 410 in respect of a Bond and Floating Charge dated 27 June 2001 by The Edinburgh Schools Partnership Limited as Chargor in favour of The Governor and Company of the Bank of Scotland as Lender.**

- 1 The floating charge created by the Charge shall, subject to Section 464(2) of the Act, rank in priority to any fixed security which shall be created by the Chargor after its execution of the Charge, other than a fixed security in favour of the Lender, and to any other floating charge which shall be created by the Chargor after its execution of the Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the floating charge created by it.
- 2 The Chargor will not, and will procure that none of its Subsidiaries will, without the prior written consent of the Lender:
  - 2.1 Create or permit to subsist any Security on the whole or any part of the respective present or future undertaking, property, assets or rights of the Chargor or such Subsidiary, whether ranking or purporting to rank prior to, *pari passu* with or postponed to the floating charge created by the Charge; nor
  - 2.2 Either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily make any disposal of, or enter into any agreement under or pursuant to which it may be or become obliged to make any disposal of any of its assets or undertaking.



**This is the Definitions Paper Apart relative to the foregoing Form 410 in respect of a Bond and Floating Charge dated 27<sup>th</sup> June 2001 by The Edinburgh Schools Partnership Limited as Chargor in favour of The Governor and Company of the Bank of Scotland as Lender.**

**"Assignment in Security"** means the Scots law assignment in security in agreed form to be granted by the Borrower in favour of the Lender in accordance with the Credit Facility 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 Chargor, and the Lender dated 27<sup>th</sup> June 2001;

**"Finance Document"** means:

- (a) the Credit Facility Agreement;
- (b) (if entered into) the Assignment in Security (including any notices of intimation); and
- (c) the Charge;

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

**"Secured Assets"** means the whole of the property (including uncalled capital) which is or may from time to time while the Charge is in force be comprised in the property and undertaking of the Chargor;

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Subsidiary"** means a subsidiary within the meaning of section 736 of the Companies Act 1985.



**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 27 JUNE 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 4 JULY 2001

Given at Companies House, Edinburgh  
5 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**

### **Alteration to Charges**

### **Memoranda of Satisfaction**

AND

### **Appointments and Cessations**

### **of Receivers**

OF

## **THE EDINBURGH SCHOOLS PARTNER LIMITED**

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: 1

(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
04/07/2001		27/ 6/01 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	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: 1

(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
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						