



Registration of a Charge

Company name: **ALPHA SCHOOLS (HIGHLAND) PROJECT PLC**

Company number: **05516176**



X3COMRGB

Received for Electronic Filing: **22/07/2014**

Details of Charge

Date of creation: **21/07/2014**

Charge code: **0551 6176 0003**

Persons entitled: **PRUDENTIAL TRUSTEE COMPANY LIMITED (AS SECURITY TRUSTEE)**

Brief description:

Contains fixed charge(s).

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5516176

Charge code: 0551 6176 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2014 and created by ALPHA SCHOOLS (HIGHLAND) PROJECT PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2014 .

Given at Companies House, Cardiff on 23rd July 2014

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

CASH COLLATERAL ACCOUNT SECURITY

by

ALPHA SCHOOLS (HIGHLAND) PROJECT PLC

in favour of

PRUDENTIAL TRUSTEE COMPANY LIMITED
as Security Trustee

ISSUER CASH COLLATERAL ACCOUNT SECURITY

This cash collateral account security is subject to and with the benefit of the terms of a Security Trust and Intercreditor Deed dated 6 April 2006



Pinsent Masons

30 Crown Place
London
EC2A 4ES

Telephone: 020 7418 7000

Facsimile: 020 7418 7050

Web Site: <http://www.pinsentmasons.com>

43983997_3.DOC

Clause	Heading	Page No.
1	DEFINITIONS AND INTERPRETATION.....	1
2	SECURITY	2
3	PROTECTION OF SECURITY	2
4	POWER OF ATTORNEY	4
5	ENFORCEMENT.....	5
6	DISCHARGE.....	6
7	LIABILITY OF SECURITY TRUSTEE	6
8	MISCELLANEOUS	6
9	EXPENSES	7
10	NOTICES.....	8
11	GOVERNING LAW.....	10
SCHEDULE		
	The Account and Account Bank	11

CASH COLLATERAL ACCOUNT SECURITY by

- (1) **ALPHA SCHOOLS (HIGHLAND) PROJECT PLC** incorporated in England (Registered Number 05516176) whose registered office is at 20 Churchill Place, Canary Wharf, London E14 5HJ (the "Company")

in favour of

- (2) **PRUDENTIAL TRUSTEE COMPANY LIMITED** incorporated in England (Registered Number 01863305) whose registered office is at Laurence Pountney Hill, London EC4R 0HH (the "Security Trustee") as Security Trustee for the Debenture Beneficiaries under the Security Trust and Intercreditor Deed and as defined in the Master Definitions Schedule, and its successor(s) as Security Trustee (the "Security Trustee")

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security unless the context requires otherwise:

"Account" means the Issuer Debt Payment Account as defined in the Master Definitions Schedule as at the date of this Security and more particularly described in the Schedule;

"Account Bank" shall have the meaning given to it in the Master Definitions Schedule with which the Account is held, specified in the Schedule;

"Accounts Mandate Agreement" shall have the meaning given to it in the Master Definitions Schedule;

"Collateral Deed" means the agreement so called dated 6 April 2006 entered into among, *inter alia*, the Company, the Senior Creditors and the Security Trustee, as amended, supplemented novated from time to time;

"Master Definitions Schedule" means the master definitions schedule dated 29 March 2006 initialled for the purposes of identification by or on behalf of, *inter alia*, the parties to this Security;

"Funds" means all sums which are now or may at any time hereafter be deposited in or otherwise standing to the credit of the Account, whether comprising principal or interest accrued or accruing;

"Schedule" means the Schedule annexed as relative to this Security;

"Secured Obligations" has the meaning given in the Master Definitions Schedule;

"this Security" means these presents (including the Schedule) as amended, supplemented, novated, extended or restated from time to time.

1.2 Master Definitions Schedule

In this Security, unless the context requires otherwise terms defined in clause 1 (*Definitions*) of the Master Definitions Schedule shall have the same meaning in this Security;

1.3 Interpretation

The provisions of clauses 2 (*Interpretation*) and 3 (*Miscellaneous*) of the Master Definitions Schedule shall apply *mutatis mutandis* to this Security as if set out in full in this Security.

1.4 Headings

The table of contents and the headings in this Security are included for convenience only and shall be ignored in construing this Security.

2 SECURITY

2.1 Security

In security for the payment and discharge of the Secured Obligations the Company hereby pledges and assigns the Account and the Funds (and its whole right, title and interest, past, present and future therein) to the Security Trustee and irrevocably authorises it to hold them as cash cover and collateral, specifically appropriated for that purpose, on the terms and conditions specified in this Security.

2.2 Intimation

Immediately after the execution of this Security, the Company shall intimate its terms to the Account Bank, and procure its acknowledgement pursuant to and in terms of clause 3 of the Accounts Mandate Agreement.

2.3 Prohibition of other securities etc

Unless the Security Trustee otherwise agrees in writing and save for any Permitted Encumbrance, the Company shall not assign or create or permit any form of security or lien to arise over or otherwise deal with the Funds or any part thereof or make withdrawals from or receive the Funds or any part thereof until the Senior Creditors Release Date save as permitted under clause 2.4 of the Collateral Deed.

2.4 Operation of the Account

Notwithstanding any other provision hereof, until the occurrence of an Enforcement Event, the Company shall be entitled to operate the Account in accordance with the provisions of the Accounts Agreement, the Accounts Mandate Agreement and the operating mandates relating to the Account.

3 PROTECTION OF SECURITY

3.1 Continuing security

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally settled and discharged.

3.2 No prejudice

This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Security Trustee may now or at any time hereafter hold for all or any part of the Secured Obligations.

3.3 No waiver

Failure or delay on the part of the Security Trustee in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not in substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

3.4 Severability

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

3.5 Non impairment

The Company agrees that none of its obligations or the Security Trustee's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by:

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any other security or any right or remedy which the Security Trustee may have now or in the future from or against the Company or any other person in respect of any of the Secured Obligations; or
- (b) any failure, act or omission by the Security Trustee or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person in respect of the Secured Obligations; or
- (c) any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Finance Documents; or
- (d) any grant of time, indulgence, waiver or concession to the Company or any other person; or
- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Company or any other person; or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of any of the Secured Obligations; or
- (g) any renumbering of the Account or their being transferred to another branch or department of the Account Bank; or

- (h) anything done or omitted by the Security Trustee or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Company under this Security.

3.6 Further assurance

The Company shall promptly after being requested to do so by the Security Trustee do all such acts and things and execute and deliver all such documents, as the Security Trustee may require (in particular, without limitation, further securities, transfers or assignments of or other investments relating to the Funds) for perfecting or protecting the security created by or pursuant to this Security in respect of the Funds and the Account or its priority or for facilitating the realisation or application of the Funds and the exercise of the rights, powers and discretions conferred on the Security Trustee under this Security.

3.7 New accounts

At any time after the Security Trustee or any Debenture Beneficiary has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security charge or encumbrance over or affecting any part of the Account or the proceeds of realisation, the Security Trustee or any Debenture Beneficiary may open a new account or accounts with the Company. If the Security Trustee or relevant Debenture Beneficiary does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the Security Trustee or relevant Debenture Beneficiary shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount covered by this Security.

4 POWER OF ATTORNEY

4.1 Appointment

The Company hereby irrevocably appoints the Security Trustee as its attorney on its behalf and in its name or otherwise, at such times prior to the Senior Creditors Release Date and in such a manner as the attorney may think fit:

- (a) to do anything which the Company is obliged to do (but has not done) under this Security including, without limitation, to execute further securities, transfers or assignments of and other instruments relating to, the Funds and/or the Account; and
- (b) generally in order to enable the Security Trustee to exercise all or any of the rights, powers and discretions conferred on the Security Trustee in relation to the Funds and/or the Account under this Security.

4.2 Ratification

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Company under this Clause.

4.3 Exercise of power

The appointment effected under Clause 4.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the Security becoming enforceable or if the

Company does not fulfil any of its obligations under Clause 3.6 (*Further assurance*) within two business days of notice from the Security Trustee to do so.

5 ENFORCEMENT

5.1 Powers

At any time after the occurrence of an Enforcement Event, the Security Trustee shall be entitled, without notice to the Company, either in its own name or in the name of the Company or otherwise and in such manner and upon such terms and conditions as it thinks fit, to realise and/or deal with the Account and the Funds as follows:

- (a) to withdraw and/or appropriate or apply the Funds in whole or part in or towards satisfaction of, or retain them as continuing security for, the Secured Obligations;
- (b) to instruct or permit the Account Bank to combine or consolidate any or all of the Account together, or with any other account(s) of the Company with the Account Bank;
- (c) to instruct or permit the Account Bank to set off or apply the Funds in or towards satisfaction of the Secured Obligations; and
- (d) generally, without prejudice to the other provisions of this Clause, to exercise all the rights powers and discretions in respect of the Account and the Funds it would be entitled to exercise if it were the absolute owner of the Account and the Funds, and to do all acts and things it may consider necessary or expedient for the realisation of the Funds and their appropriation or application in or towards settlement of, or their retention as continuing security, for the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Security Trustee under this Security.

5.2 Application of proceeds

All monies realised or otherwise arising from the enforcement of the Security shall subject to Clause 5.3 (*Monies on suspense account*) be applied by the Security Trustee:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Trustee or any Receiver and all remuneration due to any Receiver under or in connection with this Security;
- (b) in or towards payment of or provision for the Secured Obligations in accordance with the terms of the Security Trust and Intercreditor Deed; and
- (c) after payment or discharge of the Secured Obligations in full, in payment of any surplus to the Company or any other person entitled thereto.

This Clause is subject to the settlement of any claims which have priority over the Security, and shall not prejudice the right of the Security Trustee or any other Debenture Beneficiary to recover any shortfall from the Company.

5.3 Monies on suspense account

Nothing in this Security shall limit the right of the Security Trustee (and the Company acknowledges that the Security Trustee is so entitled) if and for so long as the Security Trustee in its discretion shall consider it appropriate, to place all or any monies arising from

the enforcement of this Security into a suspense account or accounts (which may be with the Security Trustee), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations;

5.4 Balance

The rights powers and discretions conferred on the Security Trustee under this Clause are subject only to its obligation to account to the Company for any balance of the Funds remaining in its hands after the Secured Obligations have been fully and unconditionally paid and discharged.

6 DISCHARGE

6.1 Discharge and Retention of Security

Following the Senior Creditors Release Date, the Security Trustee shall at the Company's request, and at its expense, take whatever action is necessary to discharge this Security. Any payment or realisation in respect of the Secured Obligations which in the reasonable opinion of the Security Trustee is liable to be avoided or otherwise invalidated or adjusted by law, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground and the Security Trustee shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

6.2 Avoidance of payments

The Security Trustee's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Trustee on the faith of any such payment or realisation.

7 LIABILITY OF SECURITY TRUSTEE

The Security Trustee shall not in any circumstances be liable to the Company or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Funds or from any act, default or omission of the Security Trustee, or its officers, employees or agents in relation to the Funds or the Account or otherwise in connection with this Security, except to the extent caused by the wilful neglect or default of the Security Trustee or its officers, employees or agents.

8 MISCELLANEOUS

8.1 Financial assistance

If and to the extent that this Security would constitute the provision of unlawful financial assistance for the purpose of the acquisition of shares in the Company or its holding company, it shall not apply to such part of the Secured Obligations as may have been incurred by the Company directly or indirectly for such purpose.

8.2 Non compliance by Company

If the Company fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Security Trustee shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Company on demand.

8.3 Assignment

8.3.1 The Security Trustee may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the Collateral Deed.

8.3.2 The Company may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

8.4 Certificate

A certificate signed by any authorised signatory on behalf of the Security Trustee shall, save in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Security.

8.5 Non-reliance

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.

8.6 Amendments

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of each of the parties.

9 EXPENSES

9.1 Costs and Expenses

The Company shall, promptly on written demand from time to time by the Security Trustee reimburse the Security Trustee for all reasonable costs and expenses (including legal fees), together with VAT thereon, incurred by it in connection with:

- (a) the negotiation, preparation and execution of this Security; and
- (b) the completion of the transaction and perfection of the Security Interests contemplated in Clause 3.6 (*Further Assurance*).

9.2 Enforcement Costs

The Company shall, within three Business Days of written demand by the Security Trustee, pay to the Security Trustee for each Debenture Beneficiary on a full indemnity basis the amount of all costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out-of-pocket expenses) and any VAT thereon incurred by the Security Trustee and/or any other Debenture Beneficiary or any Receiver in connection with

the exercise, enforcement and/or preservation of any of its rights under this Security or any of the documents contemplated by this Security or any proceedings instituted by or against the Security Trustee in connection with the exercise, enforcement and/or preservation of such rights, in any jurisdiction.

9.3 Indemnity for liabilities

The Company shall also, within three Business Days of written demand by the Security Trustee reimburse or pay to the Security Trustee or any Receiver on demand on a full indemnity basis the amount of all liabilities, damages, losses, costs, claims or expenses of any kind, direct, indirect or consequential incurred by the Security Trustee (except to the extent caused by the Security Trustee's own fraud or gross negligence), or any Receiver its employees or agents, in connection with:

- (a) any default or delay by the Company in the performance of any of its obligations under this Security;
- (b) the exercise, or the attempted or purported exercise, by or on behalf of the Security Trustee or any Receiver of any of its powers or any other action taken by or on its behalf with a view to or in connection with the recovery of the Secured Obligations, the enforcement of the Security Interests created by this Security or for any other purpose contemplated in this Security;
- (c) the carrying out or consideration of any other act or matter which the Security Trustee or any Receiver may reasonably consider to be conducive to the preservation, improvement or benefit of any of the Funds; and
- (d) any stamp duty, stamp duty reserve tax or similar tax which may be payable as a result of the execution or performance of this Security.

9.4 Interest

Interest at the Default Rate shall be due on every amount due under Clauses 9.1 to 9.3 (inclusive) from the due date for payment until settlement, and such amounts and such interest shall constitute Secured Obligations.

10 NOTICES

- 10.1 The provisions of clause 21 (*Notices*) of the Collateral Deed shall be incorporated as if set out in full herein, *mutatis mutandis*.
- 10.2 Any communication to be made hereunder may be made by electronic mail or other electronic means to the extent that the parties agree that, unless and until notified to the contrary, this is to be an agreed form of communication and if those parties:
 - 10.2.1 notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - 10.2.2 notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- 10.3 Any electronic communication made between the parties will be effective only when actually received in readable form.

10.4 Any electronic communication which becomes effective, in accordance with Clause 21.2.2 above, after 5.00pm in the place of receipt shall be deemed only to become effective on the following day.

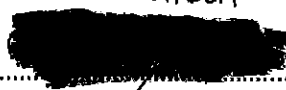
11 GOVERNING LAW

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the 9 preceding pages and the Schedule are executed as follows:

SUBSCRIBED for and on behalf of
ALPHA SCHOOLS (HIGHLAND) PROJECT PLC

at
on the 21 day
of July 2014
by LONDON



Director

GIORGIANA WEGENER

Full Name



Director/Secretary WITNESS

JOAN QUIRKE

Full Name

12 Charles II Street
London SW1Y 4QU

SCHEDULE

This is the Schedule referred to in the foregoing Cash Collateral Account Security by Alpha Schools (Highland) Project plc in favour of Prudential Trustee Company Limited as Security Trustee

The Account and Account Bank

Name of Account	Bank, Branch, and Sort code where Account held	Number of Account
Alpha Schools (Highland) Project plc - Issuer Debt Payment Account	Barclays Bank PLC, 1 St Andrew Square, Edinburgh, EH2 2BD (Sort code 20-29-23)	