



Registration of a Charge

Company name: **HORNCastle GROUP PLC**

Company number: **00813569**

Received for Electronic Filing: **07/12/2018**



Details of Charge

Date of creation: **06/12/2018**

Charge code: **0081 3569 0023**

Persons entitled: **THE SECRETARY OF STATE FOR EDUCATION**

Brief description: **FREEHOLD PROPERTY IN THE EAST RIDING OF YORKSHIRE
ADMINISTRATIVE AREA AS MORE PARTICULARLY DESCRIBED IN
THE PLAN ANNEXED TO THE LEGAL CHARGE. TITLE NUMBER OF THE
PROPERTY: YEA27992.**

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 813569

Charge code: 0081 3569 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2018 and created by HORNCastle GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2018 .

Given at Companies House, Cardiff on 11th December 2018

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

6 December 2018

Legal Charge
relating to land on the eastside of Skillings Lane, Brough

Horncastle Group PLC ⁽¹⁾ and
The Secretary of State for Education ⁽²⁾

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DATE 6 December 2018

PARTIES

- (1) **Horncastle Group PLC**, (No. 00813569) whose registered office is situated at Unicorn House 8 Innovation Drive, Newport, Brough, North Humberside, England, HU15 2FW (**Chargor**).
- (2) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (**Chargee**).

BACKGROUND

- (A) The Charged Property is vested in the Chargor.
- (B) The Secretary of State for Communities and Local Government which, pursuant to The Secretaries of State for Health and Social Care and for Housing, Communities and Local Government and Transfer of Functions (Commonhold Land) Order 2018, is now the Ministry of Housing, Communities and Local Government of 4th Floor, Fry Building, 2 Marsham Street, London SW1P 4DF (**MHCLG**) is under an obligation to develop land adjoining the Charged Property in accordance with the Agreement for Lease.
- (C) The development to be carried out by MHCLG is being funded by the Chargee.
- (D) In consideration of MHCLG complying with its development obligations, the Chargor has agreed to provide security in respect of its obligations to pay a contribution toward the development costs.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions have the following meanings:

| | |
|-----------------------------|---|
| Agreement for Lease | the agreement for lease dated 22 September 2017 made between, among others, (1) the Chargor and (2) MHCLG and the Chargee. |
| Charged Property | the freehold property described in the Schedule and charged by Clause 3. |
| Encumbrance | any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority. |
| Infrastructure | any roads, sewers, surface water drainage, balancing ponds, pumping stations, service media, substations and any similar works |
| Infrastructure Works | any construction, installation, building, landscaping, maintenance, development, remediation, demolition or other works in relation to Infrastructure |
| Material Breach | <ol style="list-style-type: none">(a) all Material Breaches as defined in the Agreement for Lease (and following the expiry of the Remedy Period as defined therein);(b) any material breach of the Developer's obligations relating to the Cut and Fill Condition, the Estate Roads Condition, the Utilities Condition; or the Foul Drainage Condition provided that a Material Breach shall only occur (and shall be deemed to |

have automatically occurred) where:

- (i) such material breach has been notified to the Developer within a reasonable period of the breach having occurred and the Developer has not remedied such breach within a reasonable time period from the date of such notice (in each case in accordance with the provisions of clause 6.1 (a) of the Agreement for Lease and in the event of any dispute, the Breach Dispute Resolution Process (as defined in the Agreement for Lease);
- (ii) the relevant circumstances in clause 2.5 (a) (b) or (c) of the Agreement for Lease have occurred and
- (iii) the Tenant has either:
 - (A) rescinded the Agreement for Lease under clause 2.5 of the Agreement for Lease; or
 - (B) satisfied the Tenant Works Condition;
- (c) any breach of the Developer's obligations to pay the School Cost or the School Cost Interest in accordance with the Agreement for Lease; or
- (d) any breach of clause 7 of this Deed,

(all capitalised terms having the meaning given to them in the Agreement for Lease)

Obligations

all monies and liabilities now or after the date of this deed due owing or incurred by the Chargor to the Chargee under the Agreement for Lease or this Deed together with all interest accruing on such monies and liabilities

Permitted Existing Charges

means:

the legal charge dated 5 July 2017 between (1) Horncastle Group plc and (2) BAE Systems plc acting as security trustee for itself, Jordan Brough South Developments LLP, Alma Jordan (Builders) Limited and Riplingham Estates Limited;

the legal charge dated 1 November 2016 between (1) BAE Systems plc and (2) Jordan Brough South Developments LLP, Alma Jordan (Builders) Limited and Riplingham Estates Limited acting as security trustee for themselves and Horncastle Group plc.

Permitted Infrastructure Transaction

means the grant by the Chargor of a lease or licence in respect of the Charged Property provided that:

such lease or licence is granted for the purpose of a party (including, for the avoidance of doubt, third parties) undertaking Infrastructure Works on the Charged Property or on land adjacent to the Charged Property; and

the relevant Infrastructure Works do not in the opinion of the Chargee (acting reasonably) materially diminish the value of the Charged Property.

| | |
|--------------------------|---|
| Planning Acts | any legislation, directions, notices and bye-laws from time to time in force relating to town and country planning, building and construction. |
| Receiver | any person appointed as receiver, administrative receiver, manager or receiver and manager. |
| Security Interest | any mortgage, charge, pledge, lien and any other arrangement or interest (whether by assignment, trust, title retention or otherwise) which has the effect of creating security. |
| Security Period | the period beginning on the date of this Deed and ending on the date on which the Chargee (acting reasonably) is satisfied that the Obligations have been irrevocably and unconditionally satisfied in full |
| Tax | any form of taxation, levy, duty, charge, contribution or impost (including any applicable fine, penalty, surcharge or interest) imposed by any local, municipal, governmental, state, federal or other fiscal, revenue, customs and/or excise authority, body or official anywhere in the world. and |
| VAT | value added tax or any other tax on added value or on turnover for the time being in force. |

1.2 In this Deed, each reference to:

- 1.2.1 **Charged Property or Obligations** includes a reference to any part of them or it;
- 1.2.2 **Chargor** includes a reference to any person deriving title through the Chargor;
- 1.2.3 **Chargee** includes a reference to any person who claims any title or interest through the Chargee or any person to whom the business of the Chargee is transferred;
- 1.2.4 any document (including this Deed) or a provision of such document includes a reference to such document or provision as supplemented, varied or replaced from time to time;
- 1.2.5 a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it;
- 1.2.6 the singular includes the plural and vice versa;
- 1.2.7 any gender includes any other gender;
- 1.2.8 a person includes a body corporate, unincorporated association, government, state, partnership or trust (in each case, whether or not having separate legal personality); and
- 1.2.9 **dispose** includes charging, selling, leasing, assigning or transferring, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation or agreeing to do any of the same.

1.3 Headings in this Deed are for convenience only and shall not affect its interpretation.

2. SECURED LIABILITIES

- 2.1 The Chargor covenants to discharge on demand from time to time all the Obligations when they become due in accordance with the Agreement for Lease.

- 2.2 The recourse of the Chargee against the Chargor in respect of the Obligations is subject to clause 1.4 of the Agreement for Lease but that clause 1.4 of the Agreement for Lease shall be read as if all reference to Developer were to the Chargor.

3. SECURITY

As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Chargor charges to the Chargee by way of legal mortgage the Charged Property.

4. REGISTRATION

The Chargor shall apply to the Chief Land Registrar to enter a restriction on the Register of Title of the Charged Property in standard form P in the following words:

"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 [DATE] in favour of The Secretary of State for Education referred to in the charges register or its conveyancer".

5. ENFORCEMENT

This Deed will become enforceable when the Chargor commits a Material Breach.

6. POWERS OF THE CHARGEES

- 6.1 The Chargee may without restriction grant or accept surrenders of Leases of the Charged Property or any part of it and grant or vary or reduce any sum payable under any Lease (subject to the terms of the relevant lease)
- 6.2 The power of the Chargee in clause 6.1 shall only arise when any of the Primary Obligations are not paid and/or discharged (if demanded in writing) in accordance with the terms of this Deed.
- 6.3 Section 103 of the Law of Property Act 1925 shall not apply to this Deed.
- 6.4 At any time after the Chargee has demanded payment of any of the Obligations (if due and owing) or any formal step or legal proceeding has been taken for the appointment of a liquidator or provisional liquidator over the Chargor with a view to seeking a moratorium or a voluntary arrangement in respect of the Chargor (or if requested by the Chargor), the Chargee may appoint by writing, insofar as permitted by law, any person or persons to be a Receiver of all or any of the Charged Property and the security created by this Deed shall in any of such events become immediately enforceable.
- 6.5 The Chargee may, to the extent permitted by law, remove a Receiver or Receivers appointed by it from all or any of the Charged Property of which he or they is or are the Receivers, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts, defaults and remuneration.
- 6.6 Once a Receiver is appointed by the Chargee, the Chargee will not be precluded from making any subsequent appointment of a Receiver over any Charged Property, whether or not any Receiver previously appointed continues to act.
- 6.7 At any time after a written demand for repayment of the Obligations (if due and owing), all or any of the powers conferred by Clause 8.1 may be exercised by the Chargee, whether as the Chargor's attorney or not, without first appointing a Receiver or notwithstanding any such appointment.
- 6.8 The Chargee will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Chargee and if the Chargee or any Receiver takes

possession of the Charged Property it or he may at any time relinquish such possession (whether it or he relinquishes such possession in whole or in part).

- 6.9 If the Chargor is in default of any of its obligations under this Deed, the Chargee or any Receiver may perform such obligation and take such action as is necessary to make good the default without becoming liable to account as a mortgagee in possession.

- 6.10 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.

7. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

7.1 Negative pledge

The Chargor shall not create, extend or permit to subsist any Security Interest (save for the Permitted Existing Charges) over any of the Charged Property.

7.2 Restrictions on disposals

The Chargor shall not sell, transfer or otherwise dispose of its interest (whether legal or beneficial) in the Charged Property save for under a Permitted Infrastructure Transaction.

8. RECEIVERS

- 8.1 Any Receiver appointed by the Chargee shall be a receiver and manager and shall have the powers specified in schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit:

8.1.1 to take possession of and generally to manage the Charged Property;

8.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract or arrangement in relation to the Charged Property to which the Chargor is or is to be a party;

8.1.3 to carry out on the Charged Property or on any other property which it may in his opinion be necessary or desirable to work upon, any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing of equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes and to effect and/or carry out any development, building or other works;

8.1.4 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or other property and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Charged Property or any part of it;

8.1.5 to sell, lease, licence, surrender or accept surrenders of Leases, deal with or dispose of the Charged Property without restriction including power to dispose of any fixtures separately from the land;

8.1.6 to complete any transaction by executing deeds or documents as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property in the name of or on behalf of the Chargor;

8.1.7 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;

- 8.1.8 to engage, rely on the advice of and dismiss advisers, consultants, officers, managers, agents, workmen and others;
 - 8.1.9 to purchase materials, tools, equipment, goods or supplies;
 - 8.1.10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise in relation to the Charged Property as they considers expedient;
 - 8.1.11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 8.1.12 to make any elections for VAT purposes; and
 - 8.1.13 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property.
- 8.2 In the case of joint Receivers any power may be exercised jointly or severally.
- 8.3 Any moneys received under the powers conferred by this Deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:
- 8.3.1 in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Chargee and/or the Receiver including the remuneration of any Receiver;
 - 8.3.2 in or towards satisfaction of the Obligations in whatever order the Chargee may require;
 - 8.3.3 as to the surplus (if any) to the person(s) entitled to it,
- provided that the Receiver may retain any moneys in his hands for so long as he thinks fit and the Chargee may, without prejudice to any other rights it may have at any time and from time to time place and keep for such time as the Chargee may think fit any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit either of the Chargor or of the Chargee as the Chargee thinks fit without any intermediate obligation on the Chargee's part to apply such moneys or any part of such moneys in or towards the discharge of the Obligations (save where such moneys are sufficient to discharge the Obligations in full in which case such moneys shall be applied to discharge the Obligations).
- 8.4 Subject to Clause 8.3, any moneys received or realised by the Chargee from the Chargor or a Receiver under this Deed may be applied by the Chargee to any item of account or liability or transaction in such order or manner as the Chargee may determine.
- 9. PROTECTION OF PURCHASERS AND POWER OF ATTORNEY**
- 9.1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Chargee or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 9.2 The receipt of the Chargee or any Receiver shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them.
- 9.3 Neither the Chargee nor any Receiver shall be liable to the Chargor in respect of any loss or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers or arising out of any valuation or report relating to the Charged Property.

- 9.4 The Chargor by way of security irrevocably appoints the Chargee and any Receiver to be the attorney for the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to:

9.4.1 sign or execute all such deeds, instruments and documents; and

9.4.2 do all such things,

that the Chargor is obliged to do under this Deed but has failed to do so provided that the Chargee gives reasonable notice to the Chargor of its intention to undertake such action pursuant to the power of attorney.

10. PROTECTION OF SECURITY

- 10.1 This Deed shall be a continuing security and shall extend to cover the ultimate balance due from the Chargor to the Chargee notwithstanding that there may have been at any time a balance to the credit of the Chargor on any account of the Chargor or any other matter or thing.

- 10.2 This Deed is in addition to any other rights or security, present or future, held by the Chargee from the Chargor or any other person for the Obligations and shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Chargee. Such rights or security may be enforced in whatever order the Chargee decides.

- 10.3 No security or payment which is likely to be avoided or adjusted under any law relating to insolvency or similar legislation binding on the Chargor in whatever jurisdiction and no release, settlement or discharge given or made by the Chargee on the faith of any such security or payment shall prejudice or affect the right of the Chargee to recover from the Chargor (including the right to recover any monies refunded under the Insolvency Act 1986 and any costs payable by it or incurred in connection with any such process) or to enforce the security created by or pursuant to this Deed to the full extent of the Obligations. Any such release, settlement or discharge will be deemed to have been made upon the condition that it will become entirely void if the security or payment on the faith of which it was made or given is at any time avoided (in whole or in part).

11. FURTHER ASSURANCE

The Chargor will at its own cost at the Chargee's or any Receiver's request execute any deed or document and take any action reasonably required by the Chargee or any Receiver to perfect or protect this security or its priority or further to secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Chargee or any Receiver or for establishing the nature or extent of the Charged Property.

12. ARRANGEMENTS WITH THE CHARGOR AND OTHERS

The Chargee may without releasing or affecting the security created by this Deed do any of the following:

- 12.1 allow to the Chargor or any other person any time or indulgence;
- 12.2 renew, vary, refrain from enforcing or release any present or future security or guarantee which the Chargee holds from the Chargor or any other person; and
- 12.3 compound with the Chargor or any other person.

13. PAYMENTS TO BE MADE WITHOUT DEDUCTION

- 13.1 All sums payable by the Chargor shall be paid in sterling in immediately available funds and shall be paid to the credit of such account as the Chargee may designate. All such payments shall be made in full without set-off of any sum owing by the Chargee to the Chargor or counter-claim and

free and clear of any deduction of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by law.

- 13.2 If at any time the Chargor is required by law to make any deduction or withholding from any payment due from the Chargor to the Chargee, the Chargor shall simultaneously pay to the Chargee whatever additional amount is necessary to ensure that the Chargee receives and retains a net sum equal to the payment it would have received had no deduction or withholding been made.

14. PRIOR CHARGES

If there is any Encumbrance which ranks in priority to the security created by this Deed and the person with the benefit of such Encumbrance does anything to enforce such Encumbrance in accordance with the terms of the relevant Encumbrance, the Chargee or any Receiver may repay the monies owed under that Encumbrance or arrange for it to be transferred to the Chargee.

15. NOTICES

- 15.1 All notices or demands must be in writing.
- 15.2 Any notice or demand to the Chargor may be sent by prepaid post or delivered to its registered office unless it has communicated another address to the Chargee in which case it must be sent to the last address so communicated.
- 15.3 Any notice to the Chargee must be sent by prepaid post or delivered to the Chargee at its address as set out in this Deed unless it has communicated another address to the Chargor in which case it must be sent to the last address so communicated.
- 15.4 The address for service of the Chargee in the case of any registered land is the Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT marked for the attention of: The Secretary of State for Education.
- 15.5 A notice or demand by the Chargee sent by post will be deemed served on the third day after posting.

16. LAW AND JURISDICTION

- 16.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 16.2 Each party to this deed irrevocably submits to the non-exclusive jurisdiction of the English courts.

17. ASSIGNMENT AND TRANSFER

- 17.1 The successors in title of the parties shall have the benefit of and be subject to this Deed.
- 17.2 Subject to Clause 17.3, the rights and obligations of the Chargee under this Deed shall not be assigned, novated or otherwise transferred other than to a person, body or executive agency (being a single entity) having the legal capacity, power and authority to become a party to and perform the obligations of the Chargee under this Deed and who also takes the benefit of an assignment of the Chargee's rights under the Agreement for Lease.
- 17.3 Any assignment under Clause 17.2 may only be to an assignee which has some or all of the same (or substantially the same) responsibilities for education services as the Chargee.
- 17.4 The rights and obligations of the Chargor under this Deed shall not be assigned, novated or otherwise transferred other than to a person, body or executive agency (being a single entity) having the legal capacity, power and authority to become a party to and perform the obligations

of the Chargor under this Deed and who also takes the benefit of an assignment of the Chargor's rights under the Agreement for Lease.

- 17.5 The Chargee may give such information relating to the Chargor, its affairs or this Deed as it thinks fit to any of its associated companies or to any third party proposing to take an assignment and/or transfer from the Chargee and/or to enter into contractual relations with the Chargee with respect to this Deed.

18. RELEASES

Upon the expiry of the Security Period, the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- 18.1 its rights arising under this Deed;
- 18.2 the Charged Property from the Encumbrance created by and under this Deed,
and return all documents or deeds of title delivered to it under this Deed.

19. INDEMNITY

The Chargor will indemnify the Chargee on demand against any loss or expense (including legal fees) sustained or incurred as a result of a failure by the Chargor to perform any of its obligations under this Deed.

20. WAIVER

- 20.1 No failure to exercise or any delay in exercising any right or remedy under this Deed shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.
- 20.2 Any waiver given by the Chargee must be in writing and expressly stated by the Chargee to be a waiver. Such waiver will only apply to the specific events or circumstances to which it is stated to relate, and not to any other events or circumstances, past or future.

21. SEVERANCE

- 21.1 If any provision of this Deed shall be found by any court or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Deed which remain in full force and effect to the extent permitted by law.
- 21.2 If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were reduced in application, the provision in question shall apply with such modification as may be necessary to make it valid.

22. MISCELLANEOUS

- 22.1 A certificate signed by an official of the Chargee as to the amount due or owing from the Chargor and/or the Chargor shall be conclusive evidence against the Chargor, except in the case of obvious error.
- 22.2 The terms of the documents under which the Obligations arise and of any side letters between the Chargor and the Chargee in relation to the Obligations are incorporated into this Deed to the extent required for any purported disposition of the Charged Property (or any part of it) contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

- The Property

Registered Land

Administrative Area : East Riding of Yorkshire

Title Number : YEA27992

Class of Title : Absolute

Property Description : That part of the land in title number YEA27992 as shown edged red on the plan annexed to this legal charge


EXECUTION

CHARGOR

Executed as a deed by Horncastle Group PLC)
acting by a director and a witness)



Director



Witness

Name of witnessANGELA LEEMAN.....

Address of witness8 INNOVATION DRIVE
NEWPORT HU15 2AW.....

CHARGE

The Corporate Seal of THE SECRETARY OF
STATE FOR EDUCATION hereunto affixed is
authenticated by :

.....

EXECUTION

CHARGOR

Executed as a deed by Horncastle Group PLC)
acting by a director and a witness)

.....
Director

.....
Witness

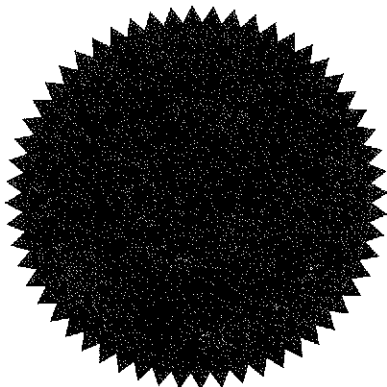
Name of witness

Address of witness

.....

CHARGE

The Corporate Seal of **THE SECRETARY OF
STATE FOR EDUCATION** hereunto affixed is
authenticated by :



.....
[Redacted Signature]