

44986/13

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. It must be  
scanned and placed on the public record. Do not send the original



\*A58X647F\*

A06

11/06/2016

#178

COMPANIES HOUSE

### 1 Company details

Company number 08333424

Company name in full Big Creative Academy

For official use

#### Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 08/06/2016

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name The Secretary of State for Education

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The freehold land registered at HM Land Registry with Title Number AGL339400 being land known as 38 Clifton Avenue, London, E17 6HL

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

**Trustee statement <sup>①</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Jamie Record (PAR/214 755)

Company name Bond Dickinson LLP

Address St Ann's Wharf

112 Quayside

Post town Newcastle upon Tyne

County/Region Tyne and Wear

Postcode N E 1 3 D X

Country United Kingdom

DX

Telephone 0191 279 9404



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8333424

Charge code. 0833 3424 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2016 and created by BIG CREATIVE ACADEMY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2016

Given at Companies House, Cardiff on 20th June 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

WE CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DOCUMENT  
Bond Dickinson LLP  
BOND DICKINSON LLP

Dated 8 June 2016

Legal Charge relating to  
land and buildings at Willowfield School, Clifton Avenue, London, E17 6HL

BIG CREATIVE ACADEMY  
and  
THE SECRETARY OF STATE FOR EDUCATION

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## LEGAL CHARGE

Dated 8 June 2016

made by Big Creative Academy (Company Number 08333424) whose registered office is at Silver Birch House, Uplands Business Park, Blackhorse Lane, London, E17 5SD (the "Academy Trust");

in favour of THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Lender")

## BACKGROUND

- (A) The Charged Property is vested in the Academy Trust
- (B) The Academy Trust has received funding from the Lender pursuant to the terms of a funding agreement dated 4 August 2014 and a deed of variation to the funding agreement dated 24 March 2015 entered into by the Academy and the Lender (the "Funding Agreement")

## 1 INTERPRETATION

1.1 In this deed the following expressions have the following meanings

"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,
"Obligations"	the monies, obligations and liabilities owed by the Academy Trust to the Lender under or in connection with the Funding Agreement,
"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;
"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 "Academy Trust" includes a reference to any person deriving title through the Academy Trust,
- 1.2.3 "Lender" includes a reference to any person who claims any title or interest through the Lender or any person to whom the business of the Lender 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 Except where this deed expressly states otherwise, each term used in this deed which is defined in the Funding Agreement has the same meaning as in the Funding Agreement.
- 1 4 Headings in this deed are for convenience only and shall not affect its interpretation

## **2 SECURED LIABILITIES**

The Academy Trust covenants to discharge on demand from time to time all the Obligations when they become due

## **3. SECURITY**

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

## **4 REGISTRATION**

The Academy Trust 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 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

- 5 1 any of the Obligations are not paid and/or discharged in accordance with the terms of this deed, or
- 5 2 the Funding Agreement is terminated, or
- 5 3 the Academy Trust disposes of the Charged Property without the Lender's prior written consent

## **6 POWERS OF THE LENDER**

- 6 1 The Lender 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



- 6 2 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 6 3 At any time after the Lender has demanded payment of any of the Obligations or any step or proceeding has been taken for the appointment of a liquidator or provisional liquidator or with a view to seeking a moratorium or a voluntary arrangement in respect of the Academy Trust or if requested by the Academy Trust, the Lender 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 4 The Lender may, to the extent permitted by law, remove a Receiver or Receivers 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 shall be the agent of the Academy Trust and the Academy Trust shall be solely responsible for the Receiver's acts, defaults and remuneration
- 6 5 Once a Receiver is appointed, the Lender 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 6 At any time after a demand for repayment of the Obligations, all or any of the powers conferred by clause 7 1 may be exercised by the Lender, whether as the Academy Trust's attorney or not, without first appointing a Receiver or notwithstanding any such appointment
- 6 7 The Lender will not be liable to account to the Academy Trust as mortgagee in possession for any money not actually received by the Lender and if the Lender 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 8 If the Academy Trust is in default of any of its obligations under this deed, the Lender 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 9 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed

## **7 RECEIVERS**

- 7 1 Any Receiver appointed by the Lender 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
- 7 1 1 to take possession of and generally to manage the Charged Property;
- 7 1 2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract or arrangement to which the Academy Trust is or is to be a party,
- 7 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,
- 7 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,

- 7 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,
- 7 1 6 to complete any transaction by executing deeds or documents in the name of or on behalf of the Academy Trust,
- 7 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,
- 7 1 8 to call up any uncalled capital of the Academy Trust with all the powers conferred by the Articles of Association of the Academy Trust in relation to calls,
- 7 1 9 to engage, rely on the advice of and dismiss advisers, consultants, officers, managers, agents, workmen and others,
- 7 1 10 to purchase materials, tools, equipment, goods or supplies,
- 7 1 11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise,
- 7 1 12 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,
- 7 1 13 to make any elections for VAT purposes, and
- 7 1 14 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
- 7 2 In the case of joint Receivers any power may be exercised jointly or severally
- 7 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:
  - 7 3 1 in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver including the remuneration of any Receiver,
  - 7 3 2 in or towards satisfaction of the Obligations in whatever order the Lender may require,
  - 7 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 Lender 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 Lender 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 Academy Trust or of the Lender as the Lender thinks fit without any intermediate obligation on the Lender's part to apply such moneys or any part of such moneys in or towards the discharge of the Obligations

- 7 4 Subject to clause 7 3, any moneys received or realised by the Lender from the Academy Trust or a Receiver under this deed may be applied by the Lender to any item of account or liability or transaction in such order or manner as the Lender may determine

## **8 PROTECTION OF PURCHASERS AND POWER OF ATTORNEY**

- 8 1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Lender 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

- 8 2 The receipt of the Lender 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
- 8 3 Neither the Lender nor any Receiver shall be liable to the Academy Trust 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
- 8 4 The Academy Trust by way of security irrevocably appoints the Lender and any Receiver severally to be the attorney for the Academy Trust (with full power of substitution and delegation) in the Academy Trust's name and on the Academy Trust's behalf and as the Academy Trust's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers

## **9 SET-OFF**

The Lender shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Academy Trust to the Lender against any liability of the Lender to the Academy Trust (in either case whether actual or contingent, present or future and irrespective of the branch or office, currency or place of payment) and may for such purpose convert or exchange any currency

## **10 PROTECTION OF SECURITY**

- 10 1 This deed shall be a continuing security and shall extend to cover the ultimate balance due from the Academy Trust to the Lender notwithstanding that there may have been at any time a balance to the credit of the Academy Trust on any account of the Academy Trust 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 Lender from the Academy Trust 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 Lender. Such rights or security may be enforced in whatever order the Lender decides
- 10 3 No security or payment which may be avoided or adjusted under any law relating to insolvency or similar legislation binding on the Academy Trust in whatever jurisdiction and no release, settlement or discharge given or made by the Lender on the faith of any such security or payment shall prejudice or affect the right of the Lender to recover from the Academy Trust (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 Academy Trust will at its own cost at the Lender's or any Receiver's request execute any deed or document and take any action reasonably required by the Lender 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 Lender or any Receiver or for establishing the nature or extent of the Charged Property

## **12 ARRANGEMENTS WITH THE ACADEMY TRUST AND OTHERS**

The Lender may without releasing or affecting the security created by this deed do any of the following

- 12 1 allow to the Academy Trust 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 Lender holds from the Academy Trust or any other person, and

12 3 compound with the Academy Trust or any other person

**13 PAYMENTS TO BE MADE WITHOUT DEDUCTION**

13 1 All sums payable by the Academy Trust shall be paid in sterling in immediately available funds and shall be paid to the credit of such account as the Lender may designate. All such payments shall be made in full without set-off of any sum owing by the Lender to the Academy Trust 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 Academy Trust is required by law to make any deduction or withholding from any payment due from the Academy Trust to the Lender, the Academy Trust shall simultaneously pay to the Lender whatever additional amount is necessary to ensure that the Lender 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 it, the Lender or any Receiver may repay the monies owed under that Encumbrance or arrange for it to be transferred to the Lender

**15 NOTICES**

15 1 All notices or demands must be in writing

15 2 Any notice or demand to the Academy Trust may be sent by prepaid post or delivered to the Academy Trust at its registered office or the Academy Trust's last known place of business (or, if more than one, any one of such places)

15 3 Any notice to the Lender must be sent by prepaid post or delivered to the Lender at its address as set out in this deed unless it has communicated another address to the Academy Trust in which case it must be sent to the last address so communicated.

15 4 The address for service of the Lender 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 Lender 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 The Academy Trust 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 Lender 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 Lender under this deed

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 Lender

17 4 The Lender may give such information relating to the Academy Trust, 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 Lender and/or to enter into contractual relations with the Lender with respect to this deed

## **18 INDEMNITY**

The Academy Trust will indemnify the Lender on demand against any loss or expense (including legal fees) sustained or incurred as a result of a failure by the Academy Trust to perform any of its obligations under this deed

## **19 WAIVER**

19 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

19 2 Any waiver given by the Lender must be in writing and expressly stated by the Lender 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

## **20 SEVERANCE**

20 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

20 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

## **21 MISCELLANEOUS**

21 1 Interest will be calculated both before and after judgment on a daily basis and on the basis of a 365 day year and be compounded quarterly

21 2 A certificate signed by an official of the Lender as to the amount due or owing from the Academy Trust shall be conclusive evidence against the Academy Trust, except in the case of obvious error

21 3 The terms of the documents under which the Obligations arise and of any side letters between the Academy Trust and the Lender 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

## **22 STATEMENTS**

The land charged by this deed is held by the Academy Trust, an exempt charity

23 DELEGATION

The directors of the Academy Trust have, by virtue of a resolution of the board of directors dated [ 1 June 2016 ], delegated authority to Barnaby Collier and Alexis Michaelides as directors of the Academy Trust to execute this deed for the Academy Trust, it being the registered proprietor of the Charged Property.

IN WITNESS whereof this deed was duly executed as a deed and delivered on the date specified on page 1

**SCHEDULE**

**The Property**

**Registered Land**

Administrative Area	Waltham Forest
Title Number	AGL339400
Class of Title	Absolute
Property Description	Willowfield Humanities College, 38 Clifton Avenue, London E17 6HL

NOTICE TO ACADEMY TRUST : THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT THE ACADEMY TRUST TO BE LEGALLY BOUND.

EXECUTED AS A DEED by BIG CREATIVE  
ACADEMY acting by

Director


  
[BARNABY COLLIER]

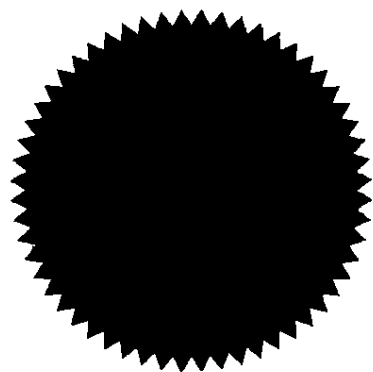
Director

  
[ALEXIS MICHAELIDES]

Pursuant to a resolution of the board of directors,  
a certified copy of which is attached

THE CORPORATE SEAL of THE  
SECRETARY OF STATE FOR EDUCATION  
hereunto affixed is authenticated by

  
Sarah Maclean  
Deputy Director  
Free Schools Capital





COMPANY NUMBER: 08333424

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
WRITTEN RESOLUTIONS OF DIRECTORS  
OF  
BIG CREATIVE ACADEMY  
(Academy Trust)

WE CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DOCUMENT  
Boddy Dickinson LLP  
BODDY DICKINSON LLP

Re: land at Willowfield School, Clifton Avenue, London (Property)

Pursuant to article 120 of the articles of association of the Academy Trust, we the undersigned being all directors of the Academy Trust hereby unanimously pass the following resolutions as written resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if the same had been passed at a meeting of the board of directors duly convened and held:

RESOLUTIONS

- 1 It would promote the success of the Academy Trust for the benefit of its members as a whole, and would be in furtherance of the object of the Academy Trust which is to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing a 16 to 19 Academy offering a curriculum appropriate to the needs of its students, to enter into the transactions proposed, grant the security and undertake the obligations and liabilities set out in a legal charge to be entered into by the Academy Trust in favour of the Secretary of State for Education in relation to the Property (Legal Charge).
2. The terms of the Legal Charge be and hereby are approved by the Academy Trust;
3. The Legal Charge be executed as a deed by the Academy Trust by the signing thereof by the following persons (being directors of the Academy Trust):
  - 3.1 Barnaby Collier
  - 3.2 Alexis Michaelides
- 4 The persons named at 3.1 and 3.2 above be and hereby are authorised on behalf of the Academy Trust to negotiate, agree, complete, sign, execute as a deed to and/or deliver any notice, communication, certificate, agreement, deed or other document which any such person may approve as being necessary or desirable under or in connection with any document referred to above in this resolution (such approval to be conclusively evidenced by any such person's signing of the same), and
- 5 The persons named at 3.1 and 3.2 above be and hereby are authorised on behalf of the Academy Trust to take such action in connection with any transaction contemplated by any document referred to above in this resolution as any such person may approve as being necessary or desirable in connection with the exercise, performance and/or observance of the Academy Trust's rights and obligations in connection with any such transaction, such approval to be conclusively evidenced by the taking by any such person of such action.

COMPANY NUMBER: 08333424

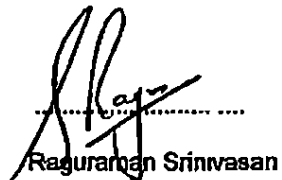
Date: 01.06.2016



Barnaby Collier



Alexis Michaelides



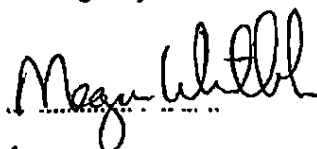
Raguraman Srinivasan



Joanna Gaukroger



Paul Oginsky



Megan Whittaker



Lawrence Larley



Elaine Reddy



Eleanor Louls