

MR01

Particulars of a charge

02110713



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

☒ **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

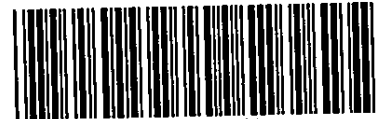
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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**

THURSDAY



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A11

09/07/2015

#104

COMPANIES HOUSE

1 Company details

Company number 02116088

Company name in full Nord Anglia Education Limited

52 For official use

→ **Filling 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 30/06/2015

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 HSBC Bank USA, N A

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

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 ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Milbourn, Tweed, Hadley + McCloy LLP X

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

MRO1

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 Isabel Vickers

Company name Milbank, Tweed, Hadley & McCloy

Address 10 Gresham Street

Post town London

County/Region London

Postcode E C 2 V 7 J D

Country United Kingdom

DX

Telephone 020 7615 3257



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2116088

Charge code: 0211 6088 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2015 and created by NORD ANGLIA EDUCATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th July 2015

de

Given at Companies House, Cardiff on 15th July 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

**SECOND CONFIRMATION DEED
IN RESPECT OF THAI SHARE PLEDGE AGREEMENT**

DATED JUNE 30, 2015

BETWEEN

UMA EDUCATION HONG KONG LIMITED

NORD ANGLIA EDUCATION LIMITED

(each as Pledgor)

AND

**HSBC BANK USA, N.A.
(as Primary Collateral Agent)**

Certified as a true copy of the original but for materials redacted pursuant
to Section 859G of the Amendment Regulations to the Companies Act 2006
Milbank, Tweed, Hadley & McCloy LLP, 10 Gresham Street, London, EC2V 7JD

*Milbank, Tweed, Hadley + McCloy
LLP*

ALLEN & OVERY

Allen & Overy (Thailand) Co., Ltd

0090900-0000006 BN 3204751 6

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Signatories		

THIS DEED is dated June 30, 2015 and is made

BETWEEN

- (1) **UMA EDUCATION HONG KONG LIMITED**, a company incorporated in Hong Kong under company registration number 1913185,
 - (2) **NORD ANGLIA EDUCATION LIMITED**, a company incorporated in England and Wales under company registration number 02116088 (each of (1) and (2), a **Pledgor** and collectively the **Pledgors**), and
 - (3) **HSBC BANK USA, N.A.**, in its capacity as primary collateral agent acting for and on behalf of the Secured Parties (the **Primary Collateral Agent**),
- (collectively, the **Parties**)

BACKGROUND

- (A) The Pledgors and the Primary Collateral Agent entered into a share pledge agreement dated 31 March 2014 (the **Share Pledge Agreement**) and a confirmation deed dated 2 March 2015 (the **First Confirmation**) for the purpose of providing security for the Secured Obligations (as defined in the Share Pledge Agreement)
- (B) Nord Anglia Education Finance LLC (the **Borrower**) has entered into a second amendment and joinder agreement to the Credit Agreement (as defined below) dated on or about the date of this Deed with, among others, Nord Anglia Education, Inc (as Parent and Guarantor), certain subsidiaries of Nord Anglia Education, Inc named therein (as Guarantors), the Primary Collateral Agent (as Term Administrative Agent and Primary Collateral Agent), HSBC Bank Plc (as Hungarian Collateral Agent) and The Hongkong and Shanghai Banking Corporation Limited (as Revolving Facility Administrative Agent) (the **Second Amendment**) The Second Amendment is a Credit Document
- (C) The Borrower has also entered into an intercreditor agreement dated on or about the date of this Deed with, among others, Nord Anglia Education, Inc (as Parent), other companies named therein (as the other Debtors and Intra-Group Lenders), the Primary Collateral Agent (as Term Administrative Agent and Primary Collateral Agent), HSBC Bank Plc (as Hungarian Collateral Agent), The Hongkong and Shanghai Banking Corporation Limited (as Revolving Facility Administrative Agent) and Citicorp International Limited (as Senior Secured Note Trustee) (the **Intercreditor Agreement**) The Intercreditor Agreement is a Credit Document
- (D) The Borrower has also issued Swiss Franc (CHF) denominated 5 750% senior secured notes to be guaranteed and secured by the certain members of the Group (including the Pledgors) (the **CHF Notes**) pursuant to a New York law governed indenture between, amongst others, the Borrower as issuer, certain members of the Group named therein as guarantors (including the Pledgors) and Citicorp International Limited as trustee (the **Indenture** and together with the Second Amendment and the CHF Notes, the **Finance Documents**)
- (E) In connection with the issue and sale of the CHF Notes, the Borrower has also entered into a purchase agreement dated on or about the date of this Deed with Credit Suisse Securities (Europe) Limited, Goldman, Sachs & Co, Deutsche Bank Securities Inc and HSBC Securities (USA) Inc (as Initial Purchasers)

- (F) The Parties consider that all obligations and liabilities of the Borrower and the Pledgors arising under the Finance Documents form part of (but do not limit) the Secured Obligations (as defined in the Share Pledge Agreement) but, for the avoidance of doubt, each of the Pledgors wishes to pledge the Pledged Shares (as defined in the Share Pledge Agreement) to the Primary Collateral Agent as primary collateral agent for the benefit of itself and the other Secured Parties as security for the Secured Obligations, including, without limitation, the full payment, performance and discharge of all obligations and liabilities of any members of the Group arising under the Finance Documents, if and to the extent that any of them are not secured by the Share Pledge Agreement and the First Confirmation
- (G) The Parties have therefore agreed to enter into this Deed to acknowledge and confirm that (i) all security interests granted pursuant to the Share Pledge Agreement and the First Confirmation will extend to cover and secure all obligations under the Finance Documents as Secured Obligations (as defined in the Share Pledge Agreement) and that such security interest will in no way be impacted by the entry into the Finance Documents and (ii) notwithstanding the entry into the Finance Documents, the Share Pledge Agreement and the First Confirmation will both continue in full force and effect

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

Terms defined, or incorporated by reference, in or for the purposes of the Credit Agreement, the Share Pledge Agreement and the First Confirmation have the same meaning in this Deed unless otherwise defined in this Deed

Company means Saint Andrews International School Sukhumvit Campus Co., Ltd., a limited company incorporated under the laws of Thailand (registration number 0105556098581)

Credit Agreement means the credit and guaranty agreement dated 31 March 2014 (as amended and/or amended and restated from time to time and as amended and restated by the Second Amendment) and made between, among others, the Borrower (as Borrower), Nord Anglia Education, Inc (as Parent and Guarantor), certain subsidiaries of Nord Anglia Education, Inc named therein (as Guarantors), Goldman Sachs Bank USA, Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc and HSBC Securities (USA) Inc (as Joint Lead Arrangers, Joint Lead Bookrunners and Joint Syndication Agents), the Primary Collateral Agent (as Term Administrative Agent and Primary Collateral Agent), HSBC Bank Plc (as Hungarian Collateral Agent) and The Hongkong and Shanghai Banking Corporation Limited (as Revolving Facility Administrative Agent)

1.2 Construction

The provisions of Clause 1.2 (Construction) of the Share Pledge Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Share Pledge Agreement in that clause will be construed as references to this Deed

Conflict with Intercreditor Agreement

This Agreement, the Share Pledge Agreement and the First Amendment are subject to the Intercreditor Agreement and in the event of conflict between the provisions of this Agreement or the Share Pledge Agreement or the First Amendment and the Intercreditor Agreement, the Intercreditor Agreement shall prevail

2. ACKNOWLEDGEMENT AND SECURITY CONFIRMATION

- (a) Each of the Pledgors acknowledges the entry by the Borrower into the Finance Documents
- (b) Each of the Pledgors confirms and undertakes that
 - (i) the entry by the Borrower and the Primary Collateral Agent into the Finance Documents will not adversely affect the security interests under the Share Pledge Agreement or the First Confirmation in any respect,
 - (ii) all liabilities and obligations of any Credit Party arising under and in connection with the Finance Documents form part of and constitute (but do not limit) the Secured Obligations (as defined in the Share Pledge Agreement), and
 - (iii) the security interests created or conferred under the Share Pledge Agreement and the First Confirmation continue with full force and effect on the terms of the Share Pledge Agreement and the First Confirmation and support and secure the payment of the Secured Obligations (as defined in the Share Pledge Agreement) as they fall due including, without limitation, all obligations and liabilities of any Credit Party arising under the Finance Documents

3. SUPPLEMENTAL PLEDGE

3.1 Supplemental Pledge of Pledged Shares

Subject to the Agreed Security Principles (as defined in the Credit Agreement), each Pledgor hereby pledges, on the same terms as the Share Pledge Agreement and to the extent not pledged by the Share Pledge Agreement and the First Confirmation, to the Primary Collateral Agent (for and on behalf of the Secured Parties) all the Pledged Shares (as defined in the Share Pledge Agreement) as security for the full payment, performance and discharge by the Borrower and the Pledgors of the Secured Obligations (as defined in the Share Pledge Agreement) (including, without limitation, all obligations and liabilities of any Credit Party arising under the Finance Documents)

3.2 Perfection of Supplemental Pledge

On the date of this Deed, each of the Pledgors shall, in respect of its Pledged Shares (as defined in the Share Pledge Agreement)

- (a) deliver an executed notice of the pledge under Clause 3.1 (Supplemental Pledge of Pledged Shares) in substantially the same form of Part 1 of Schedule 2 (Notice of Pledge) to the Share Pledge Agreement and shall procure that the Company promptly executes and delivers to the Primary Collateral Agent an acknowledgement of such pledge in substantially the same form of Part 2 of Schedule 2 (Acknowledgment of Pledge) to the Share Pledge Agreement, and
- (b) procure that the Company enters a record of the pledge under Clause 3.1 (Supplemental Pledge of Pledged Shares) in the share register book of the Company in accordance with the requirements of the Civil and Commercial Code, and (promptly following the date of this Deed) delivers a certified copy of such entry to the Primary Collateral Agent

4. GOVERNING LAW AND JURISDICTION

- (a) This Deed is governed by the laws of Thailand

- (b) The Parties agree that the courts of Thailand have jurisdiction to settle any disputes in connection with this Deed and accordingly submit to the jurisdiction of the Thai courts
- (c) Nothing in this Clause 4 (Governing Law and Jurisdiction) limits the right of the Primary Collateral Agent or the Secured Parties to bring proceedings against any Pledgor in connection with this Deed in any other court of competent jurisdiction

5. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

THIS DEED has been executed and delivered on the date stated at the beginning of this Deed

SIGNATORIES

SECOND CONFIRMATION DEED

Pledgor

**EXECUTED AND DELIVERED as a DEED by
UMA EDUCATION HONG KONG LIMITED**
acting by:

)
)
)



Name Andrew Fitzmaurice
one of its directors
in the presence of

Witness ..
Name James Fawcett ..
Address: 99 Bishopsgate, London EC2M 3XF ..
Occupation. Trainee Solicitor ..

Name Graeme Robert Halder
one of its directors
in the presence of

Witness:
Name James Fawcett ..
Address 99 Bishopsgate, London EC2M 3XF ..
Occupation. Trainee Solicitor ..



SIGNATORIES

SECOND CONFIRMATION DEED

Pledgor

EXECUTED as a **DEED** by
NORD ANGLIA EDUCATION LIMITED
acting by

)
)
)



Name Graeme Robert Halder
one of its directors
in the presence of

Witness: 

Name James Fawcett
Address 99 Bishopsgate, London EC2M 3XF
Occupation. Trainee Solicitor

SIGNATORIES

SECOND CONFIRMATION DEED

Primary Collateral Agent

HSBC BANK USA, N.A.

By

Name

Title

Joseph A. Lloret
Vice President