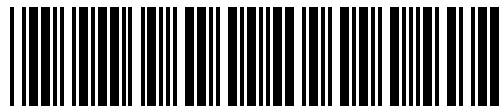




Registration of a Charge

Company Name: **THE EDUCATIONAL GUIDANCE SERVICE LTD**

Company Number: **05122931**



Received for filing in Electronic Format on the: **29/10/2021**

XAG4THHN

Details of Charge

Date of creation: **26/10/2021**

Charge code: **0512 2931 0001**

Persons entitled: **SCRIP FUND I FINANCE S.À R.L., IN ITS CAPACITY AS SECURITY AGENT**

Brief description: **THE FREEHOLD PROPERTY AT 208 ROCHDALE ROAD, GREETLAND, HALIFAX, WEST YORKSHIRE, HX4 8JE AND REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER WYK477035.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

GATELEY PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5122931

Charge code: 0512 2931 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2021 and created by THE EDUCATIONAL GUIDANCE SERVICE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2021 .

Given at Companies House, Cardiff on 1st November 2021

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**

DATE 26 October 2021

PARTIES

1. **THE EDUCATIONAL GUIDANCE SERVICE LTD** a company incorporated and registered in England and Wales (registered number 05122931) whose registered office is at 208 Rochdale Road, Greetland, Halifax, West Yorkshire, HX4 8JE (the **Acceding Chargor**); and
2. **SCRIP FUND I FINANCE S.À R.L.** a private limited liability company (a société à responsabilité limitée), whose registered office is at C/o Chevalier & Sciales, 36-38 Grand-Rue, L-1660 Luxembourg, Grand Duchy of Luxembourg, incorporated and existing for an unlimited duration under the laws of Luxembourg and registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés) under number B222477 as security trustee for the Secured Parties (the **Security Agent**).

INTRODUCTION

- (A) This accession deed is supplemental to a Debenture (the **Debenture**) dated 19 December 2020 between the Chargors named in that Debenture and the Security Agent (as previously supplemented and amended by earlier Security Accession Deeds, if any).
- (B) This document is intended to take effect as a deed despite the fact the Security Agent may only execute it under hand.

IT IS AGREED

1. Definitions and Interpretation

- 1.1 Capitalised terms defined in the Debenture (as defined above) have the same meaning in this accession deed unless expressly defined in this accession deed.
- 1.2 The provisions of clause 1.3 (*Construction*) of the Debenture apply to this accession deed as though they were set out in full in this accession deed, except that references to 'this deed' will be construed as references to this accession deed.
- 1.3 The schedules to this accession deed form part of this accession deed as if set out on the body of this accession deed.

2. Accession

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

3. Creation of Security

3.1 Security

- 3.1.1 The Acceding Chargor covenants to pay or discharge the Secured Liabilities (jointly and severally with the other Chargors) in accordance with the terms set out clause 2.1.1 of the Debenture.
- 3.1.2 This Security is:

- (a) created in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) created over present and future assets of the Acceding Chargor;
- (c) security for payment of all the Secured Liabilities; and
- (d) made with full title guarantee under the LPMPA.

3.1.3 Clause 3.2 and clause 3.3 shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each Charged Asset within any particular class of assets specified.

3.1.4 Any failure to create an effective fixed Security Interest (for whatever reason) over a Charged Asset shall not affect the fixed nature of the Security Interest over any other Charged Asset, whether within the same class of assets or not.

3.2 Fixed charges

3.2.1 The Acceding Chargor charges by first legal mortgage its Property listed in Schedule 1 to this accession deed.

3.2.2 Each Chargor charges by first fixed charge:

- (a) Equipment;
- (b) its Subsidiary Shares;
- (c) all its Securities other than its Subsidiary Shares;
- (d) its Bank Accounts;
- (e) the benefit of all Authorisations used in connection with its business or any of its Charged Assets and the right to recover and receive compensation which may be payable to it in respect of any of those Authorisations;
- (f) all its Intellectual Property;
- (g) all its goodwill and uncalled capital;
- (h) all its Receivables; and
- (i) to the extent not effectively assigned under clause 3.3:
 - (i) all each Insurance Policy; and
 - (ii) its Material Contracts.

3.3 Assignments

The Acceding Chargor assigns and will assign absolutely (subject to a condition for reassignment on irrevocable discharge in full of the Secured Liabilities) all its rights, title, interest and benefit in and to:

3.3.1 each Insurance Policy; and

- 3.3.2 Material Contracts and the benefit of any guarantee or Security Interest for the performance of any of its Material Contracts.

3.4 Floating charge

- 3.4.1 The Acceding Chargor charges by a first floating charge all its assets not effectively mortgaged, charged or assigned by fixed mortgage, fixed charge or assignment.
- 3.4.2 The floating charge created by clause 3.4.1 is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act.

4. Negative Pledge and No Disposal

The Acceding Chargor may not:

- 4.1 create, purport to create or permit to exist any Security Interest over any Charged Asset (unless it is Permitted Security); or
- 4.2 dispose of any Charged Asset (unless it is a Permitted Disposal),

except as permitted by and in accordance with the Facilities Agreement or otherwise with the prior written consent of the Security Agent.

5. Representations and Warranties

The Acceding Chargor makes the following representations and warranties to the Security Agent:

- 5.1 it is the legal and beneficial owner of the Subsidiary Shares (or, in the case of any held by a nominee its behalf, the beneficial owner); and
- 5.2 it is the legal and beneficial owner of the Charged Assets.

6. Incorporation into Debenture

This accession deed and the Debenture shall be read together as one instrument and references in the Debenture to 'this deed' are deemed to include this accession deed.

7. Notices

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Acceding Chargor for any communication or document to be made or delivered under or in connection with the Debenture (including this accession deed) is:

Address: 9 Apollo Court, Koppers Way, Monkton Business Park South, Hebburn, Tyne And Wear, NE31 2ES

Fax: N/A

Attention: Andrew Gough

8. **Governing Law**

This accession deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

EXECUTED as a deed and delivered on the date stated at the beginning of this accession deed.

DocuSigned by:
[Redacted]
F670012A652541B...

EXECUTED as a **DEED** by **THE**)
EDUCATIONAL GUIDANCE SERVICE)
LTD acting by a director in the presence of:) Director

Witness signature [Redacted]
FEE20052040B443...

Witness name (in **BLOCK CAPITALS**) **Alison Costello**

Address
[Redacted]

Occupation
Group Finance Director

SECURITY AGENT

SIGNED by)
as attorney for **SCRP FUND I FINANCE**)
S.À R.L.:)
) Attorney for **SCRP FUND I FINANCE S.À.R.L.**

8. Governing Law

This accession deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

EXECUTED as a deed and delivered on the date stated at the beginning of this accession deed.

EXECUTED as a DEED by THE)
EDUCATIONAL GUIDANCE SERVICE) Director
LTD acting by a director in the presence of:)

Witness signature

Witness name (in BLOCK CAPITALS)

Address

Occupation

SECURITY AGENT

SIGNED by José Benedicto)
as attorney for SCRP FUND I FINANCE)
S.À.R.L.:)
)

SCHEDULE 1

Property

The freehold property at 208 Rochdale Road, Greetland, Halifax, West Yorkshire, HX4 8JE and registered at HM Land Registry with title absolute under title number WYK477035.