



Registration of a Charge

Company Name: **PARAGON EDUCATION & SKILLS GROUP HOLDINGS LIMITED**

Company Number: **06536512**



Received for filing in Electronic Format on the: **03/05/2022**

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Details of Charge

Date of creation: **29/04/2022**

Charge code: **0653 6512 0008**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description:

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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6536512

Charge code: 0653 6512 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2022 and created by PARAGON EDUCATION & SKILLS GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2022 .

Given at Companies House, Cardiff on 4th May 2022

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**

EXECUTION VERSION

This Deed is made on 29 April 2022

between:

- (1) **EDGE 1 BIDCO LIMITED**, a company incorporated in England and Wales with registered number 14010668 (the "**Company**");
- (2) **THE COMPANIES** listed in Schedule 1 to this Deed (each a "**New Chargor**" and together, the "**New Chargors**");
- (3) **SHAWBROOK BANK LIMITED**, (the "**Security Agent**") as security trustee for the Secured Parties appointed under the Intercreditor Agreement.

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated on or about the date of this Deed made between, amongst others, the Parent and the Security Agent.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and
 - 1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- 1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. ACCESSION**2.1 Agreement to accede**

Each New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 Effect of accession

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if each New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

3. SECURITY**3.1 Grant of Security**

Without limiting the generality of Clause 2 (*Accession*) above, each New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 Mortgage

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each New Chargor charges by way of first legal mortgage:

- 3.2.1 all its Material Real Property listed in the schedule to this Deed; and

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 29 April 2022
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

EXECUTION VERSION

3.2.2 all its other Material Real Property (if any) as at the date of this Deed.

3.3 **Fixed charges**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each New Chargor charges by way of first fixed charge:

3.3.1 together with the Company, all its Specified Shares listed in the schedule to this Deed; and

3.3.2 all its accounts, including any listed in the schedule to this Deed, maintained with a Secured party and all monies (including interest) at any time standing to the credit of each such account.

3.4 **Assignment**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each New Chargor assigns by way of security to the Security Agent:

3.4.1 all its Insurances, including any listed in the schedule to this Deed; and

3.4.2 all its Specified Contracts listed in the schedule to this Deed; and

3.4.3 all its Specified IPR listed in the schedule to this Deed; and

3.4.4 all its accounts, including any listed in the schedule to this Deed, maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of each such account.

3.5 **Real Property Restriction**

Each New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Material Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Shawbrook Bank Limited as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. Each New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 **No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

4. **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 the Deed.

5. **GOVERNING LAW**

EXECUTION VERSION

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

6. JURISDICTION

- 6.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 6.3 Clause 6.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTION VERSION**SCHEDULE 1****The New Chargors**

Name of Chargor	Company number	Address for notices	Jurisdiction of incorporation
Paragon Education & Skills Group Holdings Limited	06536512	Station Approach, Ashley Road, Bournemouth, Dorset, BH1 4NB	England and Wales
Paragon Education & Skills Group Limited	06537201	Station Approach, Ashley Road, Bournemouth, Dorset, BH1 4NB	England and Wales
Paragon Education & Skills Limited	03529661	Station Approach, Ashley Road, Bournemouth, Dorset, BH1 4NB	England and Wales

EXECUTION VERSION**SCHEDULE 2****Details of Charged Property****Part I
Material Real Property**

Registered Land		
Name of Chargor	Address/description of the Real Property	Title Number

None as at the date of this Deed.

**Part II
Specified Shares**

Name of Chargor	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
Edge 1 Bidco Limited	Paragon Education & Skills Group Holdings Limited	06536512	15,005,236,068 ordinary A shares of £0.001 each
			1,725,491 ordinary B shares of £0.001 each
Edge 1 Bidco Limited	Paragon Education & Skills Group Limited	06537201	225 ordinary B1 shares of £0.01 each
			20 ordinary B2 shares of £0.01 each
			18 ordinary C1 shares of £0.01 each
			62 ordinary C2 shares of £0.01 each
			9,524 ordinary E shares of £0.0001 each
Paragon Education & Skills Group Holdings Limited	Paragon Education & Skills Group Limited	06537201	675 A ordinary shares of £0.01 each
Paragon Education & Skills Group Limited	Paragon Education and Skills Limited	03529661	3,358,747 ordinary shares of £1.00 each

EXECUTION VERSION**Part III
Bank accounts**

Name of Chargor	Account number	Name of institution and branch at which account held
Paragon Education & Skills Limited	[REDACTED]	HSBC Bank plc 250 High Street Exeter Devon EX4 3PZ
Paragon Education & Skills Limited	[REDACTED]	HSBC Bank plc 250 High Street Exeter Devon EX4 3PZ
Paragon Education & Skills Group Limited	[REDACTED]	HSBC Bank plc 250 High Street Exeter Devon EX4 3PZ
Paragon Education & Skills Group Holdings Limited	[REDACTED]	HSBC Bank plc 250 High Street Exeter Devon EX4 3PZ

**Part IV
Insurances**

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Paragon Education & Skills Group Holdings Limited	Commercial combined policy	1 November 2021	Arch Insurance (UK) Limited
Paragon Education & Skills Group Limited	Policy number; [REDACTED]		5 th Floor 60 Great Tower Street London England EC3R 5AZ
Paragon Education & Skills Limited			

EXECUTION VERSION**Part V
Specified Contracts**

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement
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None as at the date of this Deed.

**Part VI
Specified IPR**

Name of Chargor	Brief description of right	Registration number (if any)	Date of renewal (if any)
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None as at the date of this Deed.

EXCECUTION OF DEED OF ACCESSION

The Company

Executed as a deed by)
EDGE 1 BIDCO LIMITED, acting by one)
director in the presence of:)

[Redacted Signature]

Director

Name: James Dargan

Witness signature

[Redacted Signature]

I confirm that I was physically present when
the director signed this Deed of Accession.

Witness name: Sarah Dargan

Witness address:

[Redacted Address]

The New Chargors

Executed as a deed by)
PARAGON EDUCATION & SKILLS GROUP)
HOLDINGS LIMITED, acting by one director)
in the presence of:

[Redacted Signature]

Director

Name: Mark Botha

Witness signature:

[Redacted Signature]

I confirm that I was physically present when
the director signed this Deed of Accession.

Witness name: Georgina Rayne Botha

Witness address:

[Redacted Address]

EXECUTION VERSION

Executed as a deed by)
PARAGON EDUCATION & SKILLS GROUP)
LIMITED, acting by one director in the) ..
presence of;

Director

Name: Mark Botha

Witness signature:

I confirm that I was physically present when
the director signed this Deed of Accession.

Witness name: Georgina Rayne Botha

Witness address:

Executed as a deed by)
PARAGON EDUCATION & SKILLS)
LIMITED acting by one director in the) ..
presence of;

Director

Name: Mark Botha

Witness signature:

I confirm that I was physically present when
the director signed this Deed of Accession.

Witness name: Georgina Rayne Botha

Witness address:

EXECUTION VERSION

The Security Agent

Signed for and on behalf of **SHAWBROOK**)
BANK LIMITED,)
)
)


... ..
signatory for **SHAWBROOK BANK LIMITED**