



**Registration of a Charge**

Company Name: **PEOPLECERT QUALIFICATIONS LTD**

Company Number: **09620926**



XAEHUKXN

Received for filing in Electronic Format on the: **05/10/2021**

**Details of Charge**

Date of creation: **01/10/2021**

Charge code: **0962 0926 0001**

Persons entitled: **HSBC BANK PLC (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

**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: **JACK WINFIELD**



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

Company number: 9620926

Charge code: 0962 0926 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2021 and created by PEOPLECERT QUALIFICATIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2021 .

Given at Companies House, Cardiff on 7th October 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**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Jack Winfield  
Name: Jack Winfield  
Title: Solicitor  
Date: 4 October 2021

EXECUTION VERSION

## Security Accession Deed

**THIS SECURITY ACCESSION DEED** is dated 1 October 2021 and is made

### **BETWEEN:**

- (1) **AXELOS LIMITED**, (a company incorporated in England & Wales with registered number 08489114);
- (2) **PEOPLECERT UK LTD**, (a company incorporated in England & Wales with registered number 08936913);
- (3) **PEOPLECERT QUALIFICATIONS LTD**, (a company incorporated in England & Wales with registered number 09620926);  
(each, a “**New Chargor**”, and together, the “**New Chargors**”); and
- (4) **HSBC BANK PLC**, a public limited company incorporated in England and Wales, with its registered address at 8 Canada Square, London, E14 5HQ (registered number 00014259) as security trustee for the Secured Parties acting pursuant to and with the benefit of the protections set out in the Intercreditor Agreement (the “**Security Agent**”).

### **WHEREAS:**

- (A) This Deed is supplemental to a debenture dated 27 July between, amongst other, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).
- (B) It is intended that this document takes effect as a deed of those parties that execute it as such.

### **IT IS AGREED** as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

Terms defined in the Debenture have the same meaning when used in this Deed.

##### **1.2 Construction**

Clause 1.2 (*Construction*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in that clause to the Debenture were references to this Deed.

#### **2. ACCESSION OF NEW CHARGORS**

Each New 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. COVENANT TO PAY**

Subject to any limits on its liability specified in the Finance Documents, each New Chargor covenants that it will pay or discharge the Secured Obligations when they become payable under the Finance Documents.

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## 4. CREATION OF SECURITY

### 4.1 General

- (a) All the Security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is security for the payment and discharge of all the Secured Obligations; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.
- (c) Clause 4.2 (*Fixed Security*) and Clause 4.3 (*Security assignments*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each asset within any particular class of assets specified in this Deed. No failure (for whatever reason) to create effective fixed security over an asset shall affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

### 4.2 Fixed Security

Each New Chargor charges all of its title and interest from time to time in the following assets and, in each case, all Related Rights by way of a first fixed charge:

- (a) The Subsidiary Shares (including those (if any) specified in this Deed);
- (b) the Accounts (including those (if any) specified in schedule 2 (Accounts) to this Deed); and
- (c) to the extent not effectively assigned by Clause 4.3 (Security assignments), the Intra-Group Loans (including those (if any) specified in schedule 1 (Intra-Group Loans) to this Deed).

### 4.3 Security assignments

Each New Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its title and interest from time to time in the Intra-Group Loans and all Related Rights.

### 4.4 Floating charge

Each New Chargor charges by way of a first floating charge all of its title and interest from time to time in all of its assets, present and future, not otherwise effectively charged or assigned under this Clause 4.

## 5. NEGATIVE PLEDGE

Each New Chargor shall not create or permit to subsist any Security on any Security Asset except where to do so is not prohibited under the Finance Documents.

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6. **INCORPORATION INTO DEBENTURE**

The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “this Deed” will be deemed to include this Deed.

7. **LAW**

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

8. **ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a “**Dispute**”)).
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, no party will argue to the contrary.

**This Deed has been entered into on the date stated at the beginning of this Deed and executed as a deed by each of the New Chargors and is delivered by it as a deed on the date specified above.**

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**Schedule 1**  
**Intra-Group Loans**

<b>Chargor</b>	<b>Description of Intra-Group Loan</b>
Axelos Limited	None.
PeopleCert UK Ltd	None.
PeopleCert Qualifications Ltd	None.

**Schedule 2**  
**Accounts**

<b>Chargor</b>	<b>Account Bank</b>	<b>Currency</b>	<b>Account Number</b>	<b>IBAN</b>
Axelos Limited	Barclays	GBP	REDACTED	REDACTED
Axelos Limited	Barclays	GBP	REDACTED	REDACTED
Axelos Limited	Deutsche Bank	USD	REDACTED	REDACTED
Axelos Limited	Deutsche Bank	EUR	REDACTED	REDACTED
PeopleCert UK Ltd	HSBC	GBP	REDACTED	REDACTED
PeopleCert UK Ltd	HSBC	EUR	REDACTED	REDACTED
PeopleCert UK Ltd	HSBC	USD	REDACTED	REDACTED
PeopleCert UK Ltd	Barclays	GBP	REDACTED	REDACTED
PeopleCert UK Ltd	Barclays	USD	REDACTED	REDACTED
PeopleCert UK Ltd	Barclays	EUR	REDACTED	REDACTED
PeopleCert UK Ltd	Barclays	AUD	REDACTED	REDACTED
PeopleCert UK Ltd	Barclays	GBP	REDACTED	REDACTED
PeopleCert UK Ltd	Barclays	USD	REDACTED	REDACTED

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PeopleCert UK Ltd	Barclays	EUR	REDACTED	REDACTED
PeopleCert UK Ltd	Barclays	AUD	REDACTED	REDACTED
PeopleCert Qualifications Ltd	Barclays	GBP	REDACTED	REDACTED
PeopleCert Qualifications Ltd	Barclays	GBP	REDACTED	REDACTED
PeopleCert Qualifications Ltd	Barclays	EUR	REDACTED	REDACTED
PeopleCert Qualifications Ltd	Barclays	USD	REDACTED	REDACTED
PeopleCert Qualifications Ltd	HSBC	GBP	REDACTED	REDACTED
PeopleCert Qualifications Ltd	HSBC	EUR	REDACTED	REDACTED

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**Signatories to Security Accession Deed**

**The New Chargors**

Executed as a deed by  
**AXELOS LIMITED**

Maury Shenk

*(PRINT NAME)*

REDACTED

.....  
Director

in the presence of:

Name: KATHARINE SCARFE BECKETT

*(BLOCK CAPITALS)*

REDACTED

.....  
*(SIGNATURE OF WITNESS)*

Address: REDACTED

REDACTED

.....

Executed as a deed by  
**PEOPLECERT UK LTD**

**Maury Shenk**

*(PRINT NAME)*

**REDACTED**

.....  
Director

in the presence of:

Name: **KATHARINE SCARFE BECKETT**

*(BLOCK CAPITALS)*

**REDACTED**

.....  
*(SIGNATURE OF WITNESS)*

Address: **REDACTED** \_\_\_\_\_

**REDACTED** \_\_\_\_\_

\_\_\_\_\_

Executed as a deed by  
**PEOPLECERT QUALIFICATIONS  
LTD**

MICHAEL MILANOVIC  
(BY HIS HAND)

REDACTED

Director

in the presence of:

Name: PETRUS MARK  
(BLACK CAPITAL)

REDACTED

(SIGNATURE OF WITNESS)

Address: **REDACTED**

**The Security Agent**

Signed by:

Christopher Eastlake

*(PRINT NAME OF ATTORNEY)*

as attorney for **HSBC BANK PLC** pursuant  
to a power of attorney dated  
7 January 2021



**REDACTED**

...  
*(SIGNATURE OF ATTORNEY)*

in the presence of:

Name: Hannah Eastlake

*(BLOCK CAPITALS)*

**REDACTED**

.....  
*(SIGNATURE OF WITNESS)*

Address: **REDACTED** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation: Project Manager