



Registration of a Charge

Company name: **LEARNDIRECT APPRENTICESHIPS LIMITED**

Company number: **10035864**



X66Y77Y3

Received for Electronic Filing: **22/05/2017**

Details of Charge

Date of creation: **22/05/2017**

Charge code: **1003 5864 0001**

Persons entitled: **LLOYDS BANK PLC AS TRUSTEE**

Brief description: **NONE.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10035864

Charge code: 1003 5864 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2017 and created by LEARNDIRECT APPRENTICESHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd May 2017 .

Given at Companies House, Cardiff on 23rd May 2017

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

Deed of Accession

This Deed is made on 22 May 2017 between:

- (1) Learndirect Apprenticeships Limited, a company incorporated in England and Wales with company number 10035864 (the "**New Chargor**");
- (2) Pimco (Holdings) Limited, a company incorporated in England and Wales with company number 08153096, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**First Chargor**");
- (3) Lloyds Bank plc in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
- (4) Lloyds Bank plc in its capacity as agent under the Facilities Agreement (the "**Agent**").

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated 3 December 2013 made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.
- 1.2 Unless a contrary indication appears:
 - (a) each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and
 - (b) the principles of construction set out or referred to in Clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. REPRESENTATIONS

The New Chargor warrants and represents to the Security Agent that it is a wholly owned Subsidiary of Pimco 2909 Limited.

3. AGREEMENT TO ACCEDE

The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "**Effective Date**").

4. EFFECT OF ACCESSION

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. SECURITY OVER ALL ASSETS

- 5.1 The New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in Clause 3 (*Security*) of the Debenture.
- 5.2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or 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.

EXECUTION VERSION

6. AGREEMENT AND CONSENT BY CHARGORS

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

7. CONSTRUCTION

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "this Deed", and similar phrases shall be deemed to include this Deed.

8. THIS DEED

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

8.2 The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the First Chargor or any other member of the Group on the terms agreed in the Finance Documents.

8.3 This Deed is a Finance Document.

8.4 This Deed and every counterpart is the property of the Security Agent.

This Deed is made and delivered as a deed on the date stated above.

EXECUTION VERSION

EXECUTION PAGES

THE NEW CHARGOR

Executed as a deed by
**LEARNDIRECT APPRENTICESHIPS
LIMITED:**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....

KEN HILLS

.....

.....

HANNAH HILLS

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.....

.....

THE FIRST CHARGOR

Executed as a deed by
PIMCO (HOLDINGS) LIMITED:

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

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KEN HILLS

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HANNAH HILLS

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EXECUTION VERSION

SECURITY AGENT

Signed for and on behalf of **LLOYDS**
BANK PLC:

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Name:

Iain Brown
Associate Director

AGENT

Signed for and on behalf of **LLOYDS**
BANK PLC:

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Name:

Iain Brown
Associate Director