



Registration of a Charge

Company name: **CATS COLLEGES HOLDINGS LIMITED**

Company number: **11880907**



X831GBAB

Received for Electronic Filing: **09/04/2019**

Details of Charge

Date of creation: **29/03/2019**

Charge code: **1188 0907 0002**

Persons entitled: **SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11880907

Charge code: 1188 0907 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2019 and created by CATS COLLEGES HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2019 .

Given at Companies House, Cardiff on 10th April 2019

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

ACCESSION SUPPLEMENT

ACCESSION SUPPLEMENT dated as of March 29 March, 2019 (this "Supplement") to the Pledge Agreement dated as of February 11, 2014 (as amended, supplemented or otherwise modified from time to time, the "Pledge Agreement") among Cambridge Education Group Limited, Cambridge Education Group Holdings, Inc. and certain Subsidiaries of the Parent (as defined therein), as Pledgors (the "Pledgors"), and Sumitomo Mitsui Banking Corporation Europe Limited (the "Security Agent", which term shall include its successors, assigns and transferees).

A. Reference is made to a Senior Facilities Agreement dated 17 December 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Facilities Agreement") between the Parent and Sumitomo Mitsui Banking Corporation Europe Limited, as agent, among others.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge Agreement.

C. The Pledgors have entered into the Pledge Agreement in order to induce the Lenders to make extensions of credit to one or more Obligors. Pursuant to the Facilities Agreement, certain Persons may be required to enter into the Pledge Agreement as an Additional Pledgor upon becoming a member of the Group. Section 14.09 of the Pledge Agreement provides that each such Subsidiary shall become an Additional Pledgor under the Pledge Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Pledgor") is executing this Supplement in accordance with such requirements to become an Additional Pledgor under the Pledge Agreement.

Accordingly, the Security Agent and the New Pledgor agrees as follows:

SECTION 1. In accordance with Section 14.09 of the Pledge Agreement, the New Pledgor by its signature below becomes an Additional Pledgor under the Pledge Agreement with the same force and effect as if originally named therein as an Additional Pledgor and the New Pledgor hereby (a) agrees to all the terms and provisions of the Pledge Agreement applicable to it as an Additional Pledgor thereunder and (b) represents and warrants that the representations and warranties made by it as an Additional Pledgor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Pledgor, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Security Agent, and its successors and assigns, a security interest in and lien on all of the New Pledgor's right, title and interest in and to the Pledged Collateral of the New Pledgor. Each reference to a "Pledgor" and an "Additional Pledgor" in the Pledge Agreement shall be deemed to include the New Pledgor. The Pledge Agreement is hereby incorporated herein by reference.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Security Agent shall have received a counterpart hereof executed by the New Pledgor and the Security Agent, in acceptance thereof shall have executed a counterpart of this Supplement. Delivery of an executed counterpart of a signature page of this Supplement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Supplement.

SECTION 3. The New Pledgor hereby represents and warrants that (a) its exact legal name is set forth on the signature page hereto, (b) the jurisdiction of its organization is England and Wales,

(c) its organizational number is 11880907 and (d) set forth under its signature hereto, is the true and correct location of its place of business or (if it has more than one place of business) its chief executive office.

SECTION 4. The New Pledgor hereby represents and warrants that the statement in the second sentence of Section 3.03 of the Pledge Agreement is true and correct with respect to the New Pledgor.

SECTION 5. A complete and accurate list and description of all Pledged Securities of the New Pledgor is set forth on Schedule 1 to this Supplement.

SECTION 6. Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 7. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. In the event any one or more of the provisions contained in this Pledge Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

SECTION 9. All communications and notices hereunder shall be in writing and given as provided in Section 14.01 of the Pledge Agreement. All communications and notices hereunder to the New Pledgor shall be given to it at the address set forth under its signature below.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, intending to be legally bound, the New Pledgor has caused this Supplement to the Pledge Agreement to be duly executed as of date first above written.

CATS COLLEGES HOLDINGS LIMITED,
as New Pledgor

By:

Name: *PHILIP SYMES*
Title: *DIRECTOR*
Address: *KETT HOUSE, STATION ROAD, CAMBRIDGE, UNITED KINGDOM, CB1 1TH*
Attention: *PHILIP SYMES*
Facsimile:
Email Address: *p.symes@CEG-uk.com*

Accepted:

SUMITOMO MITSUI BANKING CORPORATION
EUROPE LIMITED
as Security Agent

By:

Name
Title:

IN WITNESS WHEREOF, intending to be legally bound, the New Pledgor has caused this Supplement to the Pledge Agreement to be duly executed as of date first above written.

CATS COLLEGES HOLDINGS LIMITED,
as New Pledgor

By:

Name:
Title:
Address:
Attention:
Facsimile:
Email Address:

Accepted:

SUMITOMO MITSUI BANKING CORPORATION
EUROPE LIMITED
as Security Agent

By:

Name: Joyce Horne
Title: Assistant Vice President

Yuichiro Iwamoto
Assistant Vice President

Schedule 1 to Accession Supplement

Attached to and forming part of that certain

Supplement No.1 dated as of March 29, 2019 to the Pledge Agreement

delivered by **CATS COLLEGES HOLDINGS LIMITED** and accepted by

Sumitomo Mitsui Banking Corporation Europe Limited, as Security Agent

<u>Issuer of Equity Interests</u>	<u>Class of Equity Interests</u>	<u>Certificate Numbers</u>	<u>Number of Equity Interests</u>	<u>Percentage of total Equity Interests of such Issuer</u>