

# MG01

## Particulars of a mortgage or charge



### A fee is payable with this form

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



#### What this form is for

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT for

You cannot use this form to register  
particulars of a charge  
company. To do this, please use  
form MG01s

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19/08/2011

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COMPANIES HOUSE

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### Company details

Company number

2 9 2 6 5 8 3

Company name in full

Protocol Education Limited ("Chargor")

For official use



#### Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation

d1 d2 m0 m8 y2 y0 y1 y1

3

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Guarantee and debenture dated 12 August 2011 and made between (amongst  
others) (1) the Chargor and (2) Lloyds TSB Bank plc as Security Trustee  
for the Secured Parties ("Deed").

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or alone or in any other  
capacity whatsoever) of any Obligor to the Security  
Agent and/or the other Secured Parties (or any of  
them) under or pursuant to any Finance Document  
(including all monies covenanted to be paid under  
the Deed) (the "Secured Obligations").

#### Continuation page

Please use a continuation page if  
you need to enter more details

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## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc	
Address	1st Floor Citymark, 150 Fountainbridge	
	Edinburgh	
Postcode	E H 3 9 P E	
Name		
Address		
Postcode		

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. DEFINITIONS</b></p> <p><b>"Accession Deed"</b> means an accession deed substantially in the form set out in schedule 7 (<i>Form of Accession Deed</i>) of the Deed;</p> <p><b>"Account Bank"</b> means</p> <p>(a) Lloyds TSB Bank plc; and/or</p> <p>(b) such other bank which is a Finance Party or an Affiliate of a Finance Party and with which any Security Account is maintained from time to time;</p> <p><b>"Act"</b> means the Law of Property Act 1925;</p> <p><b>"Assigned Assets"</b> means the Security Assets expressed to be assigned pursuant to clause 5.2 (<i>Security assignments</i>) of the Deed;</p> <p><b>"Charged Investments"</b> means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p><b>"Charged Securities"</b> means:</p> <p>(a) the securities specified in part 2 of schedule 3 (<i>Details of Security Assets</i>) of the Deed, and</p> <p style="text-align: right;">continued/ . . .</p>	

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil.

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *DLA Rje UK WP* X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Daniel Shilvock

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region

Postcode B 2 4 D L

Country

DX DX: 13022 BIRMINGHAM 1

Telephone 0121 281 3842



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales.**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 <b>DEFINITIONS (continued)</b></p> <p><b>"Charged Securities" (continued)</b></p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Chargor, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;</p> <p><b>"Chargors" means:</b></p> <p>(a) the Original Chargors; and</p> <p>(b) any other company which accedes to the Deed pursuant to an Accession Deed,</p> <p><b>"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,</b></p> <p><b>"Declared Default" means an Event of Default which has resulted in the Agent exercising any of its rights under clause 26 20 (Acceleration) of the Facilities Agreement;</b></p> <p><b>"Default Rate" means the rate of interest determined in accordance with clause 11.3 of the Facilities Agreement;</b></p> <p><b>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;</b></p> <p><b>"Facilities Agreement" means the senior sterling term and revolving facilities agreement dated the same date as the Deed and made between, (1) Education Personnel Holdco Limited as Parent, (2) Education Personnel Bidco Limited as Company, (3) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (4) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (5) Clydesdale Bank PLC and Lloyds TSB Bank plc as Arrangers, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (7) Lloyds TSB Bank plc as Agent and (8) Lloyds TSB Bank plc as Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;</b></p> <p><b>"Guarantee" means the guarantee and indemnity contained in clause 2 (Guarantee and Indemnity) as extended by schedule 2 (The Guarantee) of the Deed,</b></p> <p style="text-align: right;">continued/ . .</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1. DEFINITIONS (continued)

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Chargor or in which a Chargor from time to time has an interest save for any policies of insurance which relate to liabilities of third parties (including, without limitation):

- (a) all present and future Key-man Policies; and
- (b) the policies of insurance (if any) specified in part 6 of schedule 3 (*Details of Security Assets*) of the Deed;

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 3 (*Details of Security Assets*) of the Deed);

**"Party"** means a party to the Deed;

**"Planning Acts"** means (A) the Town and Country Planning Act 1990, (B) the Planning (Listed Buildings and Conservation Areas) Act 1990, (C) the Planning (Hazardous Substances) Act 1990, (D) the Planning (Consequential Provisions) Act 1990, (E) the Planning and Compensation Act 1991, (F) any regulations made pursuant to any of the foregoing and (G) any other legislation of a similar nature;

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 3 (*Details of Security Assets*)) but excluding in each case Short Leasehold Properties, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon other than those belonging to any landlord, tenant or occupier other than the relevant Chargor;

continued/...

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1. <b>DEFINITIONS (continued)</b></p> <p><b>"Real Property" (continued)</b></p> <p>(b) all easements, rights and agreements in respect thereof; and</p> <p>(c) the benefit of all covenants given in respect thereof;</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:</p> <p>(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and</p> <p>(b) all proceeds of any of the foregoing,</p> <p><b>"Receiver"</b> means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed;</p> <p><b>"Related Rights"</b> means, in relation to any Charged Security:</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p><b>"Relevant Contract"</b> means each agreement specified in part 5 of schedule 3 (<i>Details of Security Assets</i>) of the Deed or specified in any Accession Deed as a "Relevant Contract" together with each other agreement supplementing or amending or novating or replacing the same;</p> <p><b>"Secured Obligations"</b> means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed),</p> <p style="text-align: right;">continued/ ...</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="328 367 1054 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 421 794 450">1. <b>DEFINITIONS (continued)</b></p> <p data-bbox="424 479 1522 535">"Secured Parties" has the meaning given to that term in the Intercreditor Agreement,</p> <p data-bbox="424 562 1522 618">"Security Account" has the meaning given to that term in clause 12 8 (a) (iii) of the Deed,</p> <p data-bbox="424 645 1522 725">"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;</p> <p data-bbox="424 752 1522 808">"Security Period" means the period beginning on the date of the Deed and ending on the date on which</p> <p data-bbox="424 835 1522 891">(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and</p> <p data-bbox="424 918 1522 974">(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents; and</p> <p data-bbox="424 1001 1522 1081">"Short Leasehold Properties" means all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease where such leases are without payment of a premium</p> <p data-bbox="328 1108 799 1137">2. <b>GUARANTEE AND INDEMNITY</b></p> <p data-bbox="328 1164 799 1193">2 1 <b>Guarantee and indemnity</b></p> <p data-bbox="424 1220 1501 1249">Each Chargor irrevocably and unconditionally jointly and severally</p> <p data-bbox="424 1276 1522 1357">(a) guaranteed to the Security Agent punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;</p> <p data-bbox="424 1384 1522 1525">(b) undertook with the Security Agent that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it were the principal obligor; and</p> <p data-bbox="1278 1552 1522 1581">continued/ ....</p>



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**Particulars of a mortgage or charge**

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>2 1 Guarantee and indemnity (continued)</b></p> <p>(c) agreed with the Security Agent that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Agent immediately on demand against any costs, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under the Deed if the amount claimed had been recoverable on the basis of a guarantee.</p> <p><b>2.2 Extension of guarantee</b></p> <p>The guarantee set out in clause 2 is given subject to and with the benefit of the provisions set out in schedule 1 (<i>The Guarantee</i>).</p> <p><b>3. COVENANT TO PAY</b></p> <p><b>3 1 Covenant to pay</b></p> <p>(a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.</p> <p>(b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 3.1(a).</p> <p><b>3.2 Default interest</b></p> <p>(a) Any amount which is not paid under the Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and, in the absence of such agreement, at the Default Rate from time to time</p> <p style="text-align: right;">continued/ ....</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 3 2 Default interest (continued)

(b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals in the manner agreed in the Finance Document under which such amount is payable, and, in the absence of such agreement or as the Security Agent (acting on the instructions of the Agent) states are appropriate

#### 4. GRANT OF SECURITY

##### 4.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations

##### 4.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

#### 5. FIXED SECURITY

##### 5 1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest

- (a) by way of first legal mortgage, the Real Property (if any) specified in part 1 of schedule 3 of the Deed (Details of Security Assets);
- (b) by way of first fixed charge.
  - (1) all other Real Property and all interests in Real Property (not charged by clause 5.1(a)),
  - (11) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

continued/ . .

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5.1 <b>Fixed charges (continued)</b></p> <p>(111) the proceeds of sale of all Real Property,</p> <p>save that any rights to occupy serviced offices for terms of less than 5 years shall not be subject to such fixed charge (or the fixed charge created by clause 5.1(1)(1));</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clauses 5.1(a) or 5.1(b)) and the benefit of all contracts, licences and warranties relating to the same;</p> <p>(d) by way of first fixed charge:</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1(c)); and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress);</p> <p>(e) by way of first fixed charge:</p> <p>(1) the Charged Securities referred to in part 2 of schedule 3 of the Deed (<i>Details of Security Assets</i>); and</p> <p>(11) all other Charged Securities (not charged by clause 5.1(e)(1)),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p> <p>(f) by way of first fixed charge.</p> <p>(1) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and</p> <p>(11) all accounts of such Chargor with any bank, financial institution or other person at any time not charged by clause 5.1(f)(1) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;</p>	
	continued/ ....	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 5.1 Fixed charges (continued)

- (g) by way of first fixed charge
  - (1) the Intellectual Property (if any) specified in part 4 of schedule 3 of the Deed (*Details of Security Assets*), and
  - (11) all other Intellectual Property (if any) (not charged by clause 5 1(g) (1));
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):
  - (1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets, and
  - (11) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it;
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

#### 5.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
  - (b) each of the following:
    - (1) each present and future Key-man Policy,
    - (11) all Insurances specified in part 6 of schedule 3 of the Deed (*Details of Security Assets*); and
    - (111) all other Insurances (not assigned by clauses 5.2(b) (1) or 5.2(b) (11)),
- and all claims under the Insurances and all proceeds of the Insurances;

continued/ ....

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>5 2 Security assignments (continued)</b></p> <p>(c) all Other Receivables (not assigned under clauses 5.2(a) or 5.2(b)).</p> <p>To the extent that any Assigned Asset described in clause 5.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances.</p> <p><b>5.3 Notice of assignment and/or charge - immediate notice</b></p> <p>Promptly upon (and in any event within 5 Business Days of) the execution of the Deed (and promptly upon (and in any event within 5 Business Days of) the obtaining of any Insurance or the execution of any Relevant Contract after the date of the Deed) each Chargor shall:</p> <p>(a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case substantially in the respective forms set out in schedule 6 of the Deed (<i>Form of notice to and acknowledgement by insurers</i>) or with such amendments as the Security Agent may agree, and</p> <p>(b) in respect of each Relevant Contract, deliver a duly completed notice of assignment to each other party to that Relevant Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case substantially in the respective forms set out in schedule 5 of the Deed (<i>Form of notice to and acknowledgement by party to Relevant Contract</i>) or with such amendments as the Security Agent may agree</p> <p><b>5 4 Assigned Assets</b></p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p style="text-align: right;">continued/.....</p>	

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**Particulars of a mortgage or charge**

**6** **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**5 5 Excluded Property**

- (a) There shall be excluded from the fixed charges created under clause 5.1(b) any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an **"Excluded Property"**) until the relevant condition or waiver has been obtained.
- (b) For each Excluded Property, each relevant Chargor undertakes to:
  - (1) apply for the relevant consent or waiver of prohibition or conditions within five Business Days of a written request from the Security Agent to do so (which request may also only be delivered when an Event of Default is continuing), and thereafter to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
  - (11) upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
  - (111) forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.
- (c) Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 5.1(b).

**6. FLOATING CHARGE**

Each Chargor charged and agreed to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5.1 (*Fixed charges*), clause 5.2 (*Security assignments*) or any other provision of the Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

continued/.....

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>7. CONVERSION OF FLOATING CHARGE</b></p> <p><b>7.1 Conversion by notice</b></p> <p>The Security Agent may, by written notice to a Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if</p> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.</p> <p><b>7.2 Small companies</b></p> <p>The floating charge created under the Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.</p> <p><b>7.3 Automatic conversion</b></p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if:</p> <p>(1) such Chargor creates (or attempts or purports to create) any Security (other than Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or</p> <p>(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and</p> <p>(b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p style="text-align: right;">continued/ ....</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>7.4 <b>Partial conversion</b></p> <p>The giving of a notice by the Security Agent pursuant to clause 7.1 (<i>Conversion by notice</i>) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties</p> <p>8 <b>CONTINUING SECURITY</b></p> <p>8.1 <b>Continuing security</b></p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p>8.2 <b>Additional and separate security</b></p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.</p> <p>8.3 <b>Right to enforce</b></p> <p>The Deed may be enforced against each or any Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.</p> <p>9. <b>NEGATIVE PLEDGE AND DISPOSALS</b></p> <p>No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent:</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security as permitted by the Facilities Agreement; or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset except for a Permitted Disposal or a Permitted Transaction as permitted by the Facilities Agreement.</p> <p style="text-align: right;">continued/ . .</p>	



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>10 <b>SET-OFF</b></p> <p>10.1 <b>Set-off rights</b></p> <p>(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p>(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 10.1 (a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation</p> <p>(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.</p> <p>(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.</p> <p>10.2 <b>Time deposits</b></p> <p>Without prejudice to clause 10.1 (Set-off), if any time deposit matures on any account which any Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when.</p> <p>(a) this Debenture Security has become enforceable, and</p> <p>(b) no Secured Obligation is due and payable,</p> <p>such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing</p>	continued/ .

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 11. FURTHER ASSURANCES

##### 11.1 Further action

Subject to the Agreed Security Principles each Chargor shall, at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Finance Document; and
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Finance Document

This includes:

- (1) the re-execution of the Deed or such Finance Document,
- (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

continued/ ..

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>11 2 Finance Documents</b></p> <p>Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents</p> <p><b>11.3 Specific security</b></p> <p>Without prejudice to the generality of clause 11 1 (<i>Further action</i>), each Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 7 of the Deed (<i>Conversion of floating charge</i>)).</p> <p><b>12. POWER OF ATTORNEY</b></p> <p>Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action having failed to take such action within a reasonable period after receiving such request which such Chargor is obliged to take under the Deed, including under clause 11 (<i>Further Assurances</i>). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 12 (<i>Power of Attorney</i>).</p> <p style="text-align: center;"><b>SCHEDULE 1: THE GUARANTEE</b></p> <p><b>1. Continuing guarantee</b></p> <p>This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.</p> <p><b>2. Reinstatement</b></p> <p>If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) made by the Security Agent in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.</p> <p style="text-align: right;">continued/. ...</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
	3	<p><b>Waiver of defences</b></p> <p>The obligations of each Chargor under the Deed will not be affected by an act, omission, matter or thing which, but for the Deed, would reduce, release or prejudice any of its obligations under the Deed (without limitation and whether or not known to it or to the Security Agent) including:</p> <ul style="list-style-type: none"> <li>(a) any time, waiver or consent granted to, or composition with, any Chargor or other person,</li> <li>(b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;</li> <li>(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;</li> <li>(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person,</li> <li>(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under any Finance Document or other document or security,</li> <li>(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or</li> <li>(g) any insolvency, administration or similar proceedings</li> </ul> <p style="text-align: right;">continued/ ...</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>4. Guarantor Intent</b></p> <p>Without prejudice to the generality of paragraph 3 (<i>Waiver of Defences</i>), each Chargor expressly confirmed that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness; making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.</p> <p><b>5 Immediate recourse</b></p> <p>Each Chargor waived any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under the Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.</p> <p><b>6. Appropriations</b></p> <p>Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, the Security Agent (or any trustee or agent on its behalf) may:</p> <p>(a) refrain from applying or enforcing any other monies, security or rights held or received by the Security Agent (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and</p> <p>(b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability under the Deed.</p> <p style="text-align: right;">continued/.....</p>

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>7. Deferral of Guarantors' rights</b></p> <p>Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Deed</p> <ul style="list-style-type: none"> <li>(a) to be indemnified by a Chargor;</li> <li>(b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents,</li> <li>(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Security Agent;</li> <li>(d) to bring legal or other proceedings for an order requiring any member of the Group to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under clause 2.1 (<i>Guarantee and indemnity</i>);</li> <li>(e) to exercise any right of set-off against any member of the Group; and/or</li> <li>(f) to claim or prove as a creditor of any member of the Group in competition with the Security Agent</li> </ul> <p>If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Agent by any member of the Group under or in connection with the Finance Documents to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent.</p> <p><b>8 Additional security</b></p> <p>The guarantee is in addition to, and is not in any way prejudiced by, any other guarantee or security at the date of this guarantee or subsequently held by the Security Agent</p> <p style="text-align: right;">continued/. .</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 2: INSURANCES

Insurer	Insured risks	Policy number
Aviva Insurance Limited	Combined Commercial	24504061
Brit Insurance Limited	Recruitment Commercial Combined	R11H5898



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2926583  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 12 AUGUST 2011 AND CREATED BY PROTOCOL  
EDUCATION LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY OBLIGOR TO LLOYDS TSB BANK  
PLC AND/OR THE OTHER SECURED PARTIES (OR ANY OF  
THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS  
OF THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 19  
AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2011

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES