



Registration of a Charge

Company Name: **OXFORD TUTORIAL COLLEGE LTD.**

Company Number: **02935409**



XAGKUUFZ

Received for filing in Electronic Format on the: **04/11/2021**

Details of Charge

Date of creation: **02/11/2021**

Charge code: **0293 5409 0007**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description: **THE DOMAIN NAMES 'HTTPS://WWW.OXFORDSIXTHFORMCOLLEGE.COM/' AND 'OXFORDTUTORIALCOLLEGE.COM'.**

Contains fixed charge(s).

Contains floating 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:

LUCIA TORRISI



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2935409

Charge code: 0293 5409 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2021 and created by OXFORD TUTORIAL COLLEGE LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2021 .

Given at Companies House, Cardiff on 5th November 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**

DATED

2 November 2021

SECOND LIEN SECURITY ACCESSION DEED

MILBANK LLP
London

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THIS SECURITY ACCESSION DEED is made on 2 November 2021

BETWEEN:

- (1) The companies listed in Schedule 1 (the “**New Chargors**”); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for itself and the other Secured Parties (the “**Second Lien Collateral Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 19 December 2017 between, amongst others, the Company, the Initial Chargors named therein and the Second Lien Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

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.

2.2 Covenant to pay

Each New Chargor as primary obligor covenants with and undertakes to the Second Lien Collateral Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

Subject to the Agreed Security Principles and clause 3.5 (*Property Excluded from Security*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Second Lien Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of second legal mortgage, all Property now belonging to or vested in it (including any property specified in Schedule 2 (*Properties*)); and
- (b) by way of second fixed charge:
 - (i) all the Shares and Investments and all corresponding Related Rights;

-
- (ii) all other interests (not effectively charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land;
 - (iii) all of its rights, title and interest in the Intellectual Property;
 - (iv) all of its rights, title and interest in the Equipment;
 - (v) all of its Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (vi) all of its Other Debts and all rights against third parties and against any security in respect of such Other Debts;
 - (vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
 - (viii) its goodwill and uncalled capital; and
 - (ix) if not effectively assigned by Clause 2.5 (*Security Assignment*), all its rights, title and interests in (and claims under) the Hedging Agreements and the Assigned Agreements.

2.4 Floating charge

Subject to clause 3.5 (*Property Excluded from Security*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Second Lien Collateral Agent by way of second floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security Assignment*).

2.5 Security Assignment

Subject to clause 3.5 (*Property Excluded from Security*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Second Lien Collateral Agent all its rights, title and interest in:

- (a) the Hedging Agreements; and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Second Lien Collateral Agent to each New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations. To the extent that any Hedging Agreement or Assigned Agreement described in this Clause 2.5 is not assignable, the assignment which this clause purports to effect shall operate as an assignment of all present and future rights and claims of such New Chargor to any proceeds of such Hedging Agreement or Assigned Agreement.

3. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. **CONSTRUCTION OF DEBENTURE**

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

5. **NOTICES**

Each New Chargor confirms that its address details for notices in relation to Clause 21 (*Notices*) of the Debenture are as specified on the relevant signing page.

6. **GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
OXFORD INTERNATIONAL EDUCATION 1
LIMITED acting by:

Andrew Fitzmaurice

(PRINT NAME)

Director

in the presence of:

Name: MAHESH DESAI
(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address: 160 VICTORIA STREET
LONDON
SW1E 5LB

Occupation: Depts Company Secretary

Notice Details

Address: 4th Floor
160 Victoria Street
London, SW1E 5LB

Telephone: +44 207 131 0000

Attention: Andrew Fitzmaurice

**EXECUTED as a DEED by
OXFORD INTERNATIONAL EDUCATION 2
LIMITED acting by:**

Andrew Fitzmaurice

(PRINT NAME)

.....
Director

in the presence of:

Name:

MAHESH DESAI

(BLOCK CAPITALS)

.....
(SIGNATURE OF WITNESS)

Address:

160 VICTORIA STREET

LONDON

SW1E 5LB

Occupation:

Deputy Company Secretary

Notice Details

Address:

4th Floor

160 Victoria Street

London, SW1E 5LB

Telephone:

+44 207 131 0000

Attention:

Andrew Fitzmaurice

**EXECUTED as a DEED by
OXFORD INTERNATIONAL EDUCATION 3
LIMITED acting by:**

Andrew Fitzmaurice

(PRINT NAME)

Director

in the presence of:

Name:

MAHESH DESAI

(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address:

160 VICTORIA STREET

LONDON

SW1E 5LB

Occupation:

Deputy Company Secretary

Notice Details

Address:

4th Floor

160 Victoria Street

London, SW1E 5LB

Telephone:

+44 207 131 0000

Attention:

Andrew Fitzmaurice

**EXECUTED as a DEED by
D'OVERBROECK'S LIMITED acting by:**

Andrew Fitzmaurice

(PRINT NAME)

Director

in the presence of:

Name:

MAHESH DESAI

(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address:

160 VICTORIA STREET

LONDON

SW1E 5LB

Occupation:

Deputy Company Secretary

Notice Details

Address:

4th Floor

160 Victoria Street

London, SW1E 5LB

Telephone:

+44 207 131 0000

Attention:

Andrew Fitzmaurice

**EXECUTED as a DEED by
OXFORD INTERNATIONAL SCHOOL
LIMITED acting by:**

Andrew Fitzmaurice

(PRINT NAME)

Director

in the presence of:

Name:

MAHESH DESAI

(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address:

160 VICTORIA STREET

LONDON

SW1E 5LB

Occupation:

Deputy Company Secretary

Notice Details

Address:

4th Floor

160 Victoria Street

LONDON, SW1E 5LB

Telephone:

+44 207 131 0000

Attention:

Andrew Fitzmaurice

EXECUTED as a DEED by
OXFORD TUTORIAL COLLEGE LTD
acting by:

Andrew Fitzmaurice

(PRINT NAME)

Director

in the presence of:

Name:

MAHESH DESAI

(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address:

160 VICTORIA STREET

LONDON

SW1E 5LB

Occupation:

Deputy Company Secretary

Notice Details

Address:

4th Floor

160 Victoria Street

London, SW1E 5LB

Telephone:

+44 207 131 0000

Attention:

Andrew Fitzmaurice

**EXECUTED as a DEED by
LPS (OXFORD) LIMITED acting by:**

Andrew Fitzmaurice

(PRINT NAME)

Director

in the presence of:

Name:

MAHESH DESAI

(BLOCK CAPITALS)

(SIGNATURE OF WITNESS)

Address:

160 VICTORIA STREET

LONDON

SW1E 5LB

Occupation:

Deputy Company Secretary

Notice Details

Address:

4th Floor

160 Victoria Street

London, SW1E 5LB

Telephone:

+44 207 131 0000

Attention:

Andrew Fitzmaurice

THE SECOND LIEN COLLATERAL AGENT

Executed as a deed by

(PRINT NAME OF ATTORNEY)

as attorney for **HSBC CORPORATE
TRUSTEE COMPANY (UK) LIMITED**
pursuant to a power of attorney dated _____




Daisuke Takekawa
Authorised Signatory

(SIGNATURE OF ATTORNEY)

in the presence of:

Name: RATNA PADDA
(BLOCK CAPITALS)


(SIGNATURE OF WITNESS)

Address: _____

HSBC Bank Plc
8 Canada Square
London

Occupation: E14 5HQ ASSOCIATE

Notice Details

Address: _____

HSBC Bank Plc
8 Canada Square
London

E14 5HQ

Telephone: _____

Attention: _____

ISV Security Agency
cta.trustee.admin@hsbc.com

Schedule 1
The New Chargors

Name of New Chargor	Registered Number	Registered Address
Oxford International Education 1 Limited	08871389	New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG ("New Kings Court")
Oxford International Education 2 Limited	08871778	New Kings Court
Oxford International Education 3 Limited	08871991	New Kings Court
D'Overbroeck's Limited	01501239	New Kings Court
Oxford International School Limited	10519759	New Kings Court
Oxford Tutorial College Ltd	02935409	New Kings Court
LPS (Oxford) Limited	05445545	New Kings Court

Schedule 2
Properties

None at the date of this Deed.

Schedule 3
Shares and Investments

Shares

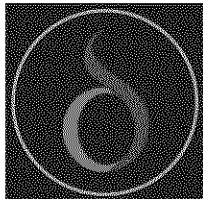



Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Oxford International Education 1 Limited	Oxford International Education 2 Limited	2 Ordinary Shares of £1 each
Oxford International Education 2 Limited	Oxford International Education 3 Limited	1 Ordinary Share of £1
Oxford International Education 3 Limited	D'Overbroeck's Limited	100 Ordinary Shares of £1 each
Oxford International Education 3 Limited	Oxford International School Limited	400 Ordinary Shares of £0.01 each
Oxford International Education 3 Limited	Oxford Tutorial College Limited	2 Ordinary Shares of £1 each
Oxford International Education 3 Limited	LPS (Oxford) Limited	100 Ordinary Shares of £1 each

Investments

None at the date of this Deed.

Schedule 4 Intellectual Property

Trade Marks

Territory	Trade mark	Proprietor	Classes	Filing date	Registration date	Registration no.	Renewal date
UK	d'Overbroeck's	d'Overbroeck's Limited	9, 16, 25, 41, 43	23 October 2014	23 January 2015	UK00003078309	23 October 2024
UK		d'Overbroeck's Limited	9, 16, 25, 41, 43	23 October 2014	23 January 2015	UK00003078324	23 October 2024
UK		d'Overbroeck's Limited	9, 16, 25, 41, 43	23 October 2014	23 January 2015	UK00003078292	23 October 2024
UK		d'Overbroeck's Limited	9, 16, 25, 41, 43	12 November 2014	6 February 2015	UK00003081187	12 November 2024
UK		d'Overbroeck's Limited	9, 16, 25, 41, 43	12 November 2014	17 April 2015	UK00003081214	12 November 2024

Domain Names

Domain	Registrant
https://doverbroecks.com	D'Overbroeck's Limited
http://www.oxcoll.com/	Oxford International School Limited
https://www.oxfordsixthformcollege.com/	Oxford Tutorial College Ltd
oxfordtutorialcollege.com	Oxford Tutorial College Ltd

**Schedule 5
Equipment**

None at the date of this Deed.