



Registration of a Charge

Company name: **POLD HOLDINGS LIMITED**

Company number: **07115571**



XA1J7T4G

Received for Electronic Filing: **01/04/2021**

Details of Charge

Date of creation: **31/03/2021**

Charge code: **0711 5571 0017**

Persons entitled: **HSBC (UK) BANK PLC**

Brief description: **GRAIG Y FEDW, PONTARDDULAI, SWANSEA SA4 8NS (WA63032).
BEECH TREE FARM, LLANGYFELACH ROAD, TIRDEUNAW, SWANSEA
SA5 7HZ (WA678378 AND WA834673). FOR MORE DETAILS PLEASE
REFER TO THE INSTRUMENT.**

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: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7115571

Charge code: 0711 5571 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by POLD HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2021 .

Given at Companies House, Cardiff on 3rd April 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

ACCESSION DEED

(to be registered at Companies House)

THIS ACCESSION DEED IS MADE ON THE 31 **DAY OF** March **2021**

BETWEEN:

- (1) **POLD HOLDINGS LIMITED**, a company incorporated in England and Wales with number 07115571 whose registered office is at 4 Highfield Rise, Trelewis, Treharris, Wales, CF46 6EQ (the "**Acceding Chargor**");
- (2) **Orbis Education and Care Finco Limited** a company incorporated in England and Wales with number 10316464 whose registered office is at Unit 5 Vision Court, Caxton Place, Pentwyn, Cardiff CF23 8HA (the "**Company**"); and
- (3) **HSBC (UK) Bank plc** as security trustee for the Secured Parties (the "**Security Agent**"),

BACKGROUND:

- (A) This Deed is supplemental to a debenture dated 29 March 2021 between, amongst others, the Company, the Chargors and the Security Agent (the "**Debenture**").
- (B) The Acceding Chargor has also entered into an Accession Letter to the Facilities Agreement on or about the date of this Accession Deed.

This Deed witnesses as follows:

1 Definitions and Interpretation

- 1.1 Terms defined in the Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed.

2 Acknowledgement

The Acceding Chargor confirms that it has been supplied with a copy of the Debenture and that it is a Subsidiary of the Company.

3 Accession

The Acceding Chargor accedes to the Debenture with effect from the date of this Deed as a Chargor as if it were named in the Debenture as a Chargor (but so that the security created on this accession will be created on the date of this Deed).

4 Covenant to Pay

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

5 Charging Provisions

- 5.1 Without prejudice to the generality of paragraph 3 above, all security created under this Deed is:

- 5.1.1 a continuing security for the payment, discharge and performance of the Secured Liabilities;

- 5.1.2 granted with full title guarantee;

- 5.1.3 granted in respect of all its right, title, benefit and interest present and future of the Acceding Chargor in and to the relevant Charged Assets; and
- 5.1.4 is in favour of the Security Agent as security trustee for the Secured Parties
- 5.2 The Acceding Chargor, as continuing security for payment and discharge of the Secured Liabilities, mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 3 (*Charges*) of the Debenture provided that:
- 5.3 the Land charged by way of legal mortgage shall be the Land referred to in Parts 1 and 2 of the Schedule to this Deed;
- 5.4 the Specified Intellectual Property shall be the Specified Intellectual Property referred to in Part 3 of the Schedule to this Deed;
- 5.5 the Specified Securities shall be the Specified Securities referred to in Part 4 of the Schedule to this Deed; and
- 5.6 the Material Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Material Contracts set out in Part 5 of the Schedule to this Deed.
- 5.7 This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed.
- 6 Application to Land Registry**
- The Acceding Chargor consents to an application being made to Land Registry for the following to be entered into on the register of the title to any Land now or in the future owned by the Acceding Chargor of a restriction in the following terms:
- "No disposition of the registered estate by the registered proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [security agent] (as Security Agent) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its [secretary] or conveyancer."*
- The Lenders are, subject to the terms of the Facilities Agreement, under an obligation to make further advances to the Chargor and this Deed has been made for securing such further advances. The Security Agent and each Chargor consent to an application being made to Land Registry to enter a notice of such obligation on the register of title to all present and future registered property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).*
- 7 Consent of existing charging companies**
- The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security Interests granted by any of them under the Debenture.
- 8 Acknowledgement of Acceding Chargor**
- The Acceding Chargor acknowledges that other persons may be added to, or released from, the Debenture without the Acceding Chargor's consent.
- 9 Continuing protection**
- 9.1 Except as supplemented by this Deed, the Debenture continues in full force and effect and the Debenture and this Deed shall be read and construed as one document.

9.2 References in the Debenture to "this Deed" and similar expressions are deemed to be references to the Debenture as supplemented by this Deed.

9.3 This Deed is designated a Finance Document.

10 **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

11 **Governing Law and Jurisdiction**

Clauses 27 (*Governing Law*) and 28 (*Enforcement*) of the Debenture shall be incorporated in this Deed as if set out here in full but so that reference to the Debenture shall be constructed as references to this Deed.

EXECUTED AND DELIVERED AS A DEED on the date written above.

Schedule to accession deed

Part 1
Real Property - Registered Land

Property Details	Land Registry Title Numbers
Graig Y Fedw, Pontarddulais, Swansea SA4 8NS	(WA63032)
Beech Tree Farm, Llangyfelach Road, Tirdeunaw, Swansea SA5 7HZ	(WA678378 and WA834673)
Trafle Lodge, Victoria Road, Gowerton, Swansea, SA4 3AB	(WA114514)
Ty Canol, Mynyddcerrig	(CYM134972)
Blaen Y Waun, Mynyddcerrig, Llanelli, SA15 5BW	(WA958759)
750 Pentregethin Road, Portmead, Swansea SA5 5EZ	(WA181725)
Ty George, Penyfai, Bridgend	(WA625586 and WA155402)
6 Treharne Terrace, Treharris, CF46 5PA	(WA368535)
13 Victoria Road, Gowerton, Swansea, SA4 3AB	(WA249227)
Rhos Cottage, Lledglawdd Road, Waunarlwydd, Swansea, SA5 4RR	(CYM397975)
1 and 2 Forestry House, Cwmgwrach, Neath, SA11 5TP and land adjoining 1 Venallt, Cwmgrach, Neath, SA11 5TP	(WA205176, WA165820 and WA221481)

Part 2
Real Property - Unregistered Land

Property Details		Details
1	Beech Tree Farm, Llangyfelach Road, Tirdeunaw, Swansea SA5 7HZ	Charges whatever right, title and interest the Acceding Chargor has in the area shown coloured in blue on the attached plan at Annex A marked 'Unregistered Area Beech Tree Farm'.
2	1 and 2 Forestry House, Cwmgwrach, Neath, SA11 5TP and land adjoining 1 Venallt, Cwmgwrach, Neath, SA11 5TP	Charges whatever right, title and interest the Acceding Chargor has in the area shown coloured in blue on the attached plans at Annex B, Annex C and Annex D marked 'Unregistered Area Beech Tree Farm'.

Part 3
Specified Intellectual Property

Intentionally left blank

Part 4
Specified Securities

Intentionally left blank

Part 5
Material Contracts

Intentionally left blank

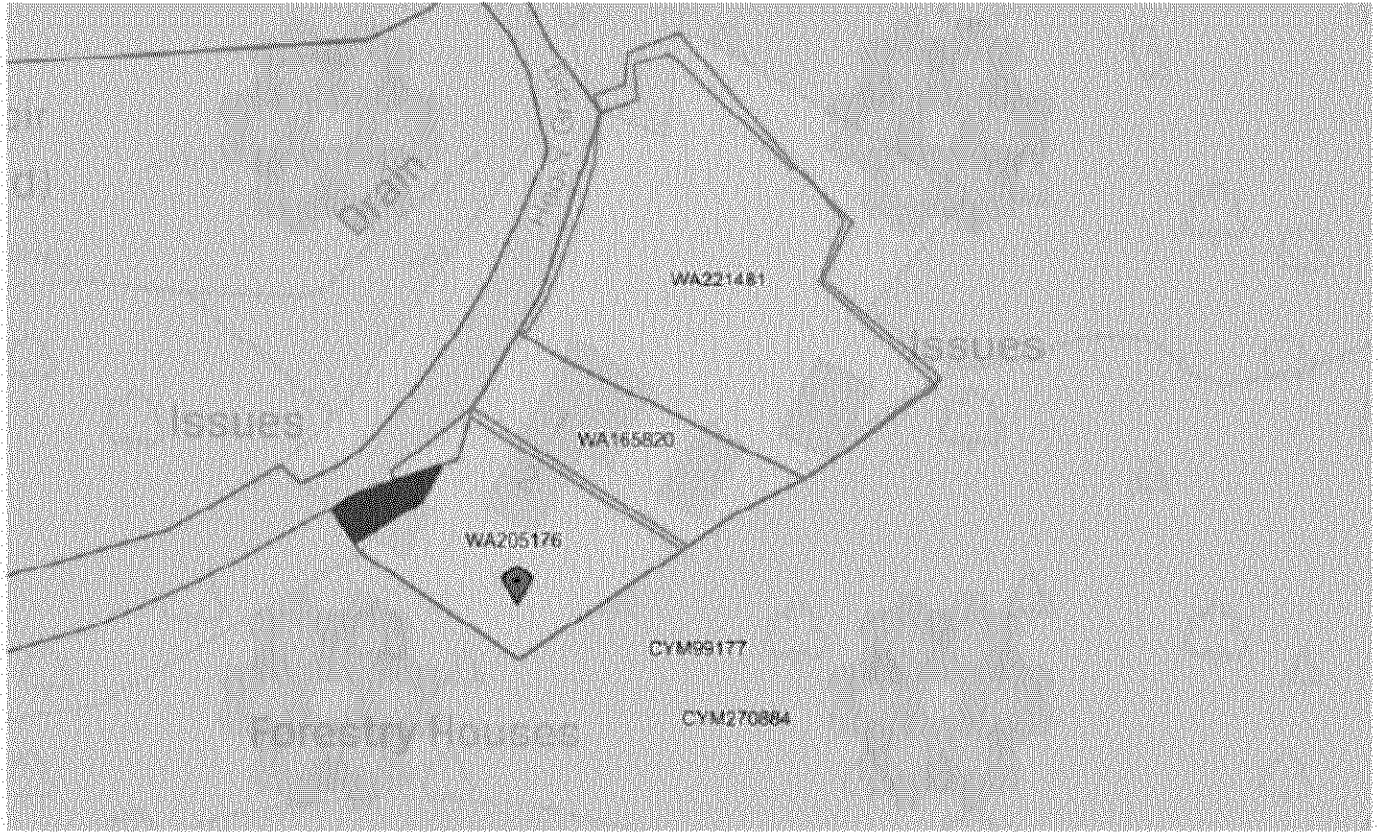
Annex A

Unregistered area – Beech Tree Farm



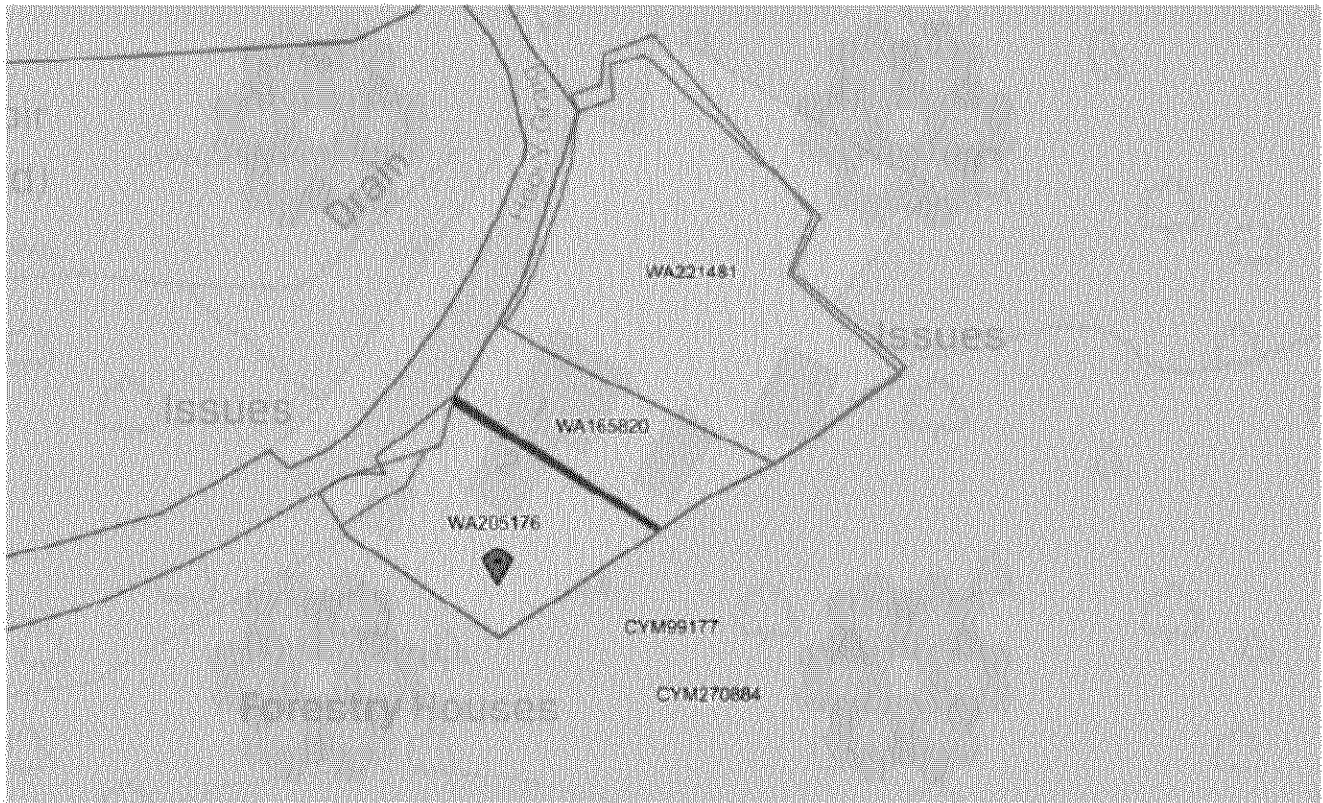
Annex B

Unregistered Area Forestry House (Part 1 of 3)



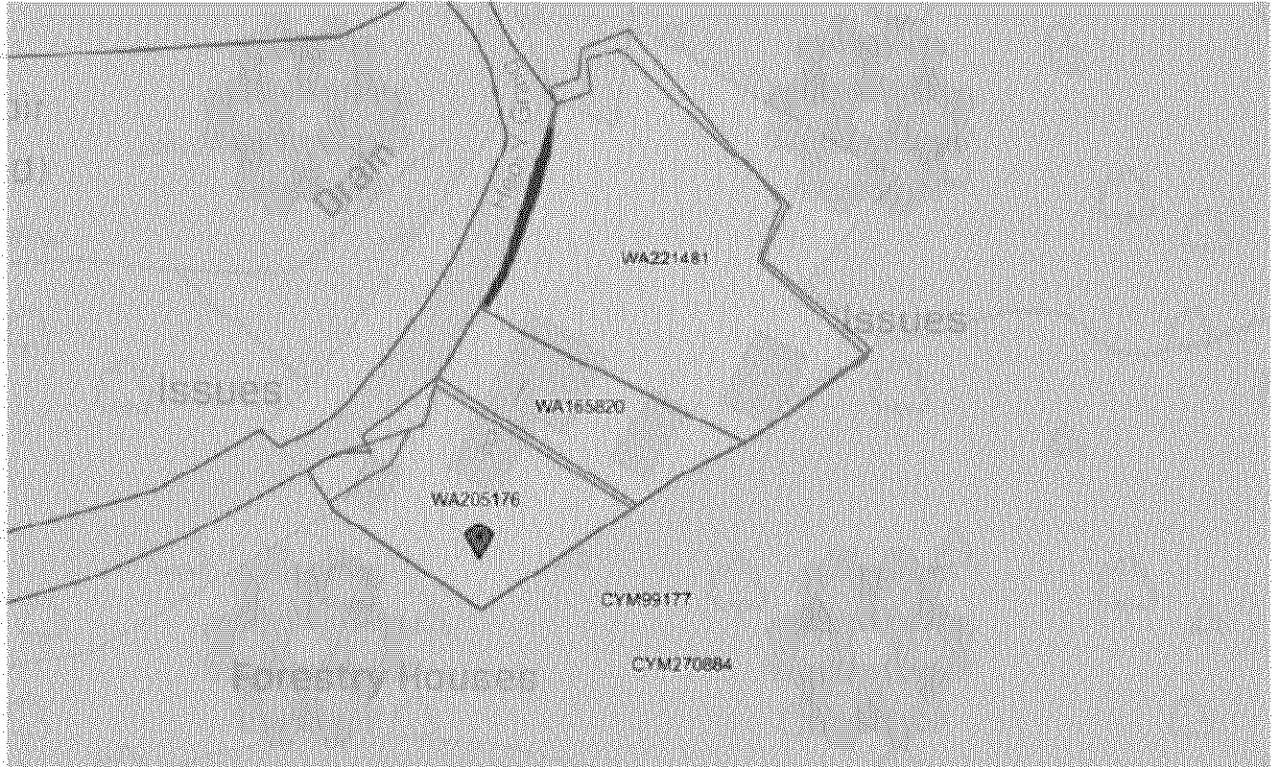
Annex C

Unregistered Area Forestry House (Part 2 of 3)



Annex D

Unregistered Area Forestry House (Part 2 of 3)



SIGNATORIES (TO ACCESSION DEED)

Acceding Chargor

EXECUTED as a DEED by
POLD HOLDINGS LIMITED
acting by a director in the presence of:

} _____
Director

Witness signature _____
Name KIM PECKHAM
(in block capitals) _____
Address _____
Occupation Accountant

Company

EXECUTED as a DEED by
ORBIS EDUCATION AND CARE FINCO LIMITED
acting by a director in the presence of:

} _____
Director

Witness signature _____
Name KIM PECKHAM
(in block capitals) _____
Address _____
Occupation Accountant

Security Agent

EXECUTED as a DEED by

RYAN FAGAN

as duly authorised attorney for and on behalf of
HSBC (UK) Bank plc in the presence of:

Attorney

Witness signature

Name
(in block capitals)

Address

Occupation

ANTHONY FAGAN

ENGINEER