



Registration of a Charge

Company name: **EDUCATION PERSONNEL MANAGEMENT HOLDINGS LIMITED**
Company number: **07982303**

Received for Electronic Filing: **27/02/2018**



Details of Charge

Date of creation: **15/02/2018**

Charge code: **0798 2303 0003**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **N/A**

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: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

JENNIFER SPRING



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7982303

Charge code: 0798 2303 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2018 and created by EDUCATION PERSONNEL MANAGEMENT HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2018 .

Given at Companies House, Cardiff on 1st March 2018

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

SECURITY ACCESSION DEED THIS

SECURITY ACCESSION DEED is made on 15 February 2018

BETWEEN:

- (1) **EDUCATION PERSONNEL MANAGEMENT LIMITED**, a company incorporated in England and Wales with registered number 02723581;
- (2) **EDUCATION PERSONNEL MANAGEMENT HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 07982303 (together with Education Personnel Management Limited, the **New Chargors**, and each a **New Chargor**); and
- (3) **GLAS TRUST CORPORATION LIMITED** (the **Security Agent**) as agent and trustee for the Secured Parties (as defined in the Security Agreement (defined below)).

RECITAL:

This accession deed is supplemental to a security agreement dated 9 March 2016 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the **Security Agreement**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Security Agreement shall have the same meaning when used in this accession deed.

1.2 Construction

Clause 1.2 (Construction) of the Security Agreement will be deemed to be set out in full in this accession deed, but as if references in such clause to the Security Agreement were references to this accession deed.

2. ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Each New Chargor covenants to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.3 Specific Security

Each New Chargor grants such security as is created by the Security Agreement, as if it had originally been a party to it as a Chargor; this includes security assets specified in the Schedule hereto, which supplements schedule 1 (Security Assets) to the Security Agreement.

3. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this accession 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 Security Agreement.

4. CONSTRUCTION OF SECURITY AGREEMENT

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

5. GOVERNING LAW

This accession deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this accession deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this accession 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 accession deed has been duly executed as a deed on the date first above written.

SCHEDULE

SCHEDULE

SECURITY ASSETS

SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital (£)
Education Personnel Management Holdings Limited	Education Personnel Management Limited	Ordinary	1,000	1,000.00
Education Personnel Management Holdings Limited	Education Personnel Management Limited	Ordinary B	111	111.00

RESTRICTED ACCOUNTS

Chargor	Sort Code	Account	Account Bank
Education Personnel Management Holdings Limited	60-11-30	■■■■4007	Natwest Bank
Education Personnel Management Limited	60-11-30	■■■■3930	Natwest Bank
Education Personnel Management Limited	60-11-30	■■■■3922	Natwest Bank
Education Personnel Management Limited	60-11-30	■■■■3914	Natwest Bank

RELEVANT CONTRACTS

1. Client agreement between Ormiston Academies Trust as customer and Education Personnel Management Limited as supplier dated 1 November 2016;
2. Client agreement between The Harris Federation as customer and Education Personnel Management Limited as supplier dated 1 April 2008;
3. Client agreement between The Elliot Foundation Academies Trust as customer and Education Personnel Management Limited as supplier dated 1 April 2015;
4. Client agreement between Active Learning Trust as customer and Education Personnel Management Limited as supplier dated 1 April 2013;
5. Client agreement between CfBT Schools Trust as customer and Education Personnel Management Limited as supplier dated 1 January 2015;
6. Licence agreement between Education Personnel Management Limited as customer and Microsoft as supplier dated April 2001;
7. Software and licence agreement between Education Personnel Management Limited as customer and Sprint Software as supplier dated April 2017;
8. Software and licence agreement between Education Personnel Management Limited as customer and Cezanne software as supplier dated March 2017;
9. Software and licence agreement between Education Personnel Management Limited as customer and MiraclePay as supplier dated January 2014;
10. Software support and maintenance agreement between Education Personnel Management Limited and COS dated January 2015; and
11. Online and e-bulk services between Education Personnel Management Limited and Atlantic Data Ltd. dated 25 October 2015.

REAL PROPERTY

None at the date of this deed.

MATERIAL INTELLECTUAL PROPERTY

None at the date of this deed.

INSURANCES

None at the date of this deed.


SIGNATORIES

SIGNATORIES TO DEED OF ACCESSION

New Chargors

EXECUTED as a DEED


**By: EDUCATION PERSONNEL
MANAGEMENT LIMITED**



ELOISE WANN Signature of Director

Name of Director

in the presence of



ANDREW CLARKE Signature of witness

Name of witness
50 LADYTHORN ROAD Address of witness

BRAMHALL

SK7 2EY

HEAD OF M+A Occupation of witness

Notice Details

Address: Kings Court
 Water Lane
 Wilmslow
 Cheshire
 United Kingdom
 SK9 5AR

Facsimile: +44 1625 415 501

Attention: Eloise Wann

EXECUTED as a DEED

**By: EDUCATION PERSONNEL
MANAGEMENT HOLDINGS LIMITED**



Signature of Director

ELOISE WANN

Name of Director

in the presence of



Signature of witness

ANDREW CLARKE

Name of witness

50 LADYTORN ROAD

Address of witness

BRAMHALL

SK7 2EY

HEAD OF M+A

Occupation of witness

Notice Details

Address:

Kings Court
Water Lane
Wilmslow
Cheshire
United Kingdom
SK9 5AR

Facsimile:

+44 1625 415 501

Attention:

Eloise Wann

Security Agent

GLAS TRUST CORPORATION LIMITED)

)

By: KEITH MILLER)



EXECUTED as a DEED

By: **CITATION HOLDCO LIMITED** for itself
and on behalf of each existing Chargor

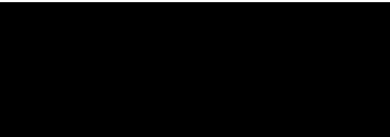


ELOISE WANN

Signature of Authorised Signatory

Name of Authorised Signatory

in the presence of



ANDREW CLARKE

SU LAOYTHOAN ROAD

BRAMHALL

SK7 2EY

HEAD OF M+A

Signature of witness

Name of witness

Address of witness

Occupation of witness