



**Registration of a Charge**

Company Name: **LEARNPRO EFIRESERVICE LIMITED**

Company Number: **09570924**



XAB2LXBN

Received for filing in Electronic Format on the: **17/08/2021**

**Details of Charge**

Date of creation: **11/08/2021**

Charge code: **0957 0924 0001**

Persons entitled: **SANTANDER UK PLC AS SECURITY HOLDER**

Brief description:

**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: **WE 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: **OSBORNE CLARKE LLP**



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

Company number: 9570924

Charge code: 0957 0924 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2021 and created by LEARNPRO EFIRESERVICE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th August 2021 .

Given at Companies House, Cardiff on 18th August 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**

(EXECUTION)

Dated this 13 August 2021

Signed *Osborne Clarke LLP*Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB**Accession Deed****This Accession Deed** is made on

11 August 2021

**Between:**

- (1) **Learnpro Efireservice Limited** (company number: 09570924) whose registered office is at A2 Building R1010 Cody Technology Park, Ively Road, Farnborough, England, GU14 0LX (the "**New Chargor**"); and
- (2) **Santander UK plc** as agent and trustee for the Secured Parties (the "**Security Holder**"), and is supplemental to a Debenture granted by Project Atlantis Bidco Limited and the other Chargors referred to therein in favour of the Security Holder on 2021 (the "**Debenture**").

**This Accession Deed** witnesses as follows:**1 Definitions and interpretation**

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause **Error! Reference source not found.** (*Construction*) of the Debenture shall apply to this Accession Deed.
- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

**"Accession Shares"** means:

- (a) the shares described in Part 3 (*Shares*) of the schedule to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

**"Assigned Contract"** means each contract specified in Part 4 (*Assigned Contracts*) of the schedule to this Accession Deed.**"Blocked Accounts"** means

- (a) any Book Debts Account, any Mandatory Prepayment Account and any Holding Account;
- (b) with effect from the date of an Accession Deed or a Supplemental Debenture, any accounts specified as a Blocked Account in that Accession Deed or Supplemental Debenture (as the case may be); and
- (c) all monies standing to the credit of any account referred to in paragraph (a) or (b) above and all Related Rights in respect of such account or the monies standing to the credit thereof.

**2 Confirmation**

The New Chargor confirms it has read and understood the content of the Debenture.

**3 Accession**

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

**4 Security**

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Security Holder:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule to this Accession Deed;
- (b) charges by way of first fixed charge:
  - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
  - (ii) all fixed and permanent Plant and Machinery;
  - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
  - (iv) all Accession Shares;
  - (v) all Debts;
  - (vi) all Blocked Accounts;
  - (vii) all Other Accounts;
  - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
  - (ix) all Intellectual Property Rights;
  - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
  - (xi) its goodwill and uncalled capital;
  - (xii) any Charged Agreements; and
  - (xiii) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
  - (i) all Insurances and Insurance Proceeds;
  - (ii) any Assigned Contract;
  - (iii) any Hedging Agreement; and
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

## 5 **Construction**

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to **"this Deed"** in the Debenture shall include reference to this Accession Deed.

## 6 **Governing Law**

This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law, and clause 42.1 (*Jurisdiction of English courts*) of the Facilities Agreement applies to this Accession Deed, and shall be deemed to be incorporated into this Accession Deed mutatis mutandis, as though set out in full in this Accession Deed, with any reference to "this Agreement" being deemed to be a reference to "this Accession Deed", subject to any other necessary changes.

**In witness** this Accession Deed is executed on the date appearing at the head of page 1.

**Schedule to Accession Deed****Part 1****Property**

<b>Chargor</b>	<b>Address or Description of Property</b>	<b>Title Number (if registered)</b>
None at the date of this Deed		

**Part 2****Intellectual Property Rights**

Not used.

**Part 3****Shares**

<b>Chargor</b>	<b>Issuer of shares</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
None at the date of this Deed			

**Part 4****Assigned Contracts**

<b>Name of Chargor</b>	<b>Date of contract</b>	<b>Parties to contract</b>	<b>Details of contract</b>
Learnpro Efireservice Limited	On or about the date of this Deed	(1) Learnpro Efireservice Limited and (2) Project Atlantis Bidco Limited	Intra-group Loan Agreement

Signatures

Executed as a deed by  
**Learnpro Efireservice Limited**  
acting by two directors  
or a director and its secretary

DocuSigned by:  
[Redacted]  
CC763DFDCCD24CD...

Director

DocuSigned by:  
[Redacted]  
DC10052509C840C...

Director/Secretary

Notice details

Address: 6 Warwick Street, London, United Kingdom, W1B 5LX  
Attention: Directors

Security Holder

Signed by Peter Abel  
authorised signatory  
for and on behalf of  
**Santander UK plc**

DocuSigned by:  
[Redacted]  
24A81981A19D404...

Notice Details

Address: 3rd Floor, One Glass Wharf, Avon Street, Bristol BS2 0EL  
Attention: Peter Abel