



**Registration of a Charge**

Company name: **SYSTEMS ENGINEERING & ASSESSMENT LTD**

Company number: **02302168**



X7J15PGR

Received for Electronic Filing: **19/11/2018**

---

**Details of Charge**

Date of creation: **15/11/2018**

Charge code: **0230 2168 0005**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

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: 2302168

Charge code: 0230 2168 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2018 and created by SYSTEMS ENGINEERING & ASSESSMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2018 .

Given at Companies House, Cardiff on 21st November 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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 19<sup>th</sup> November 2018

Signed Osborne Clarke LLP

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

### Supplemental Debenture

- (1) Cohort plc and certain of its subsidiaries
- (2) National Westminster Bank Plc as Security Agent

Dated 15 November 2018

Osborne Clarke LLP

**This Supplemental Debenture** is made on

15 November

2018

**Between:**

- (1) **Each person** listed in Schedule 1 (the "**Chargors**"); and
- (2) National Westminster Bank Plc as agent and trustee for the Secured Parties (the "**Security Agent**").

**Background**

- (A) Pursuant to the Original Debenture (as defined below), the Chargors created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Original Facilities Agreement and the other Finance Documents (as defined in the Original Facilities Agreement).
- (B) Certain of the Chargors were not original parties to the Original Debenture but have since acceded as chargors by way of accession deed.
- (C) The Chargors have agreed to amend the Original Facilities Agreement to, amongst other things, increase the Total Commitment (as such term is defined therein) from £25,000,000 to £30,000,000.
- (D) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

**This Deed** witnesses as follows:

**1 Definitions and interpretation**

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

**"Amended Facilities Agreement"** means the Original Facilities Agreement, as amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between amongst others (1) the Chargors and (2) the Security Agent.

**"Finance Documents"** has the meaning given to such term in the Amended Facilities Agreement.

**"Original Debenture"** means the debenture between amongst others (1) certain of the Chargors and (2) the Security Agent dated 17 November 2015, to which certain other Chargors have acceded as chargors by way of accession deed.

**"Original Facilities Agreement"** means the facilities agreement dated 17 November 2015 as amended and restated on 13 October 2017 and made between amongst others, Cohort plc and certain of its subsidiaries as original borrowers, Cohort plc and certain of its subsidiaries as original guarantors, Barclays Bank PLC, Lloyds Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers and original lenders and Barclays Bank PLC as agent and Security Agent.

**"Secured Liabilities"** means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under the Amended Facilities Agreement and each other Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**1.1 Construction**

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Amended Facilities Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Agreement**" being deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.

## 1.2 **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

## 1.3 **Implied covenants for title**

The obligations of the Chargors under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

## 1.4 **Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

## 1.5 **Trusts**

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 17 (*The Security Agent*) of the Intercreditor Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

## 2 **Security Assets**

### 2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, each of the Chargors, as security for the payment of the Secured Liabilities:

- (a) charges by way of first legal mortgage, each Property;
- (b) charges by way of fixed charge:
  - (i) all Property not effectively mortgaged under sub-clause 2.1(a);
  - (ii) all fixed and permanent Plant and Machinery;
  - (iii) all Plant and Machinery not effectively charged by sub-clause 2.1(b)(ii);
  - (iv) all Shares;
  - (v) all Debts;
  - (vi) all Blocked Accounts;
  - (vii) all Other Accounts;

- (viii) all Investments;
  - (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 2.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 2.1(b);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
  - (ii) any Assigned Contract;
  - (iii) any Hedging Agreement; and
  - (iv) all Related Rights in respect of each of sub-clauses 2.1(c)(i) to (iii) inclusive;
- (d) by way of 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-clause 2.1(a) or (b) or which are effectively assigned by way of security under sub-clause 2.1(c).
- 2.2 The floating charge created by sub-clause 2.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.
- 2.3 Sub-clauses 3.4 to 3.6 of the Original Debenture apply to the floating charge created by sub-clause 2.1(d) (*Security*).
- 3 **Incorporation**
- The provisions of clause 2 (*Covenant to Pay*) and clauses 4 (*Nature of Security*) to 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "this Supplemental Debenture".
- 4 **Continuation**
- 4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2 Each of the Chargors agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4 This Supplemental Debenture is a Transaction Security Document and a Finance Document.
- 5 **Governing law**

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

**6 Jurisdiction**

- 6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

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



## **Schedule 1**

### **The Chargors**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any) Original Jurisdiction</b>
Cohort plc	05684823 (England and Wales)
MASS Limited	05863964 (England and Wales)
MASS Consultants Limited	01705804 (England and Wales)
Systems Consultants Services Limited	02707469 (England and Wales)
SEA (Group) Ltd.	02430846 (England and Wales)
Beckington Castle Ltd	02422459 (England and Wales)
Systems Engineering & Assessment Ltd	02302168 (England and Wales)
J+S Limited	03753462 (England and Wales)
Marlborough Communications (Holdings) Limited	07739219 (England and Wales)
Marlborough Communications Limited	01507639 (England and Wales)

Signatories to Supplemental Debenture

Chargors

Executed and Delivered as a Deed by  
Cohort plc  
acting by:

ANDREW THOMAS

, a Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness:

SARITA BILKHU

Address of witness:

Occupation of witness:

SOLICITOR

Executed and Delivered as a Deed by  
MASS Limited  
acting by:

SIMON WALTHER

, a Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness:

SARITA BILKHU

Address of witness:

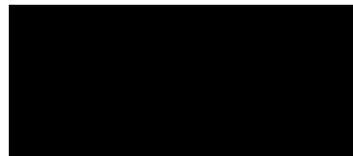
Occupation of witness:

SOLICITOR

Executed and Delivered as a Deed by  
MASS Consultants Limited  
acting by:

*SIMON WALTHER*

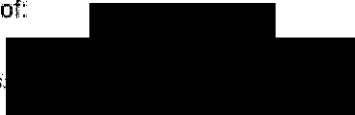
a Director



Signature of Director

in the presence of:

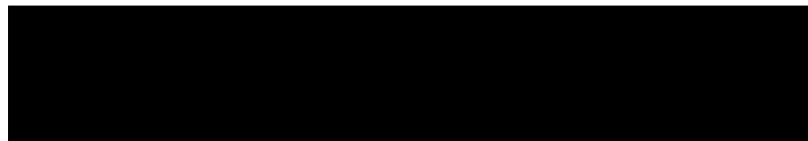
Signature of witness:



Name of witness:

*Sarita Bilkhu*

Address of witness:



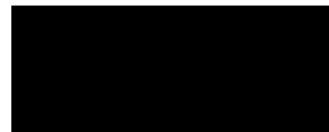
Occupation of witness:

*Solicitor*

Executed and Delivered as a Deed by  
Systems Consultants Services Limited  
acting by:

*SIMON WALTHER*

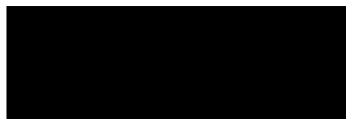
a Director



Signature of Director

in the presence of:

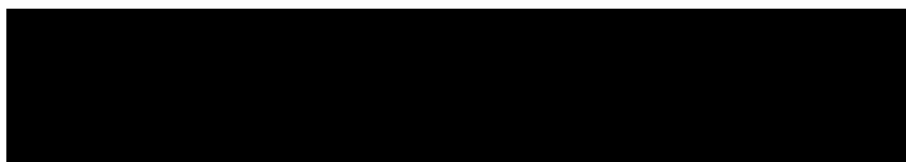
Signature of witness:



Name of witness:

*Sarita Bilkhu*

Address of witness:



Occupation of witness:

*Solicitor*

Executed and Delivered as a Deed by  
SEA (Group) Ltd.  
acting by:

*SIMON WALTHER*

, a Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness:

*Sanita Bilkhu*

Address of witness:

Occupation of witness:

*Solicitor*

Executed and Delivered as a Deed by  
Beckington Castle Ltd  
acting by:

*SIMON WALTHER*

, a Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness:

*Sanita Bilkhu*

Address of witness:

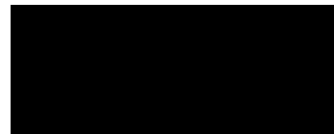
Occupation of witness:

*Solicitor*

Executed and Delivered as a Deed by  
Systems Engineering & Assessment Ltd  
acting by:

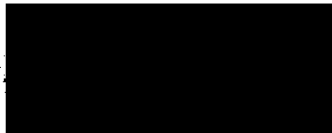
*SIMON WALTHER*

, a Director



Signature of Director

in the presence of:



Signature of witness:

Name of witness:

*Sarita Bilkhu*

Address of witness:



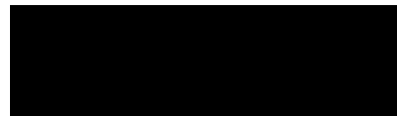
Occupation of witness:

*Solicitor*

Executed and Delivered as a Deed by  
J+S Limited  
acting by:

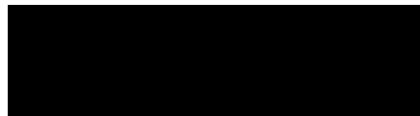
*SIMON WALTHER*

, a Director



Signature of Director

in the presence of:

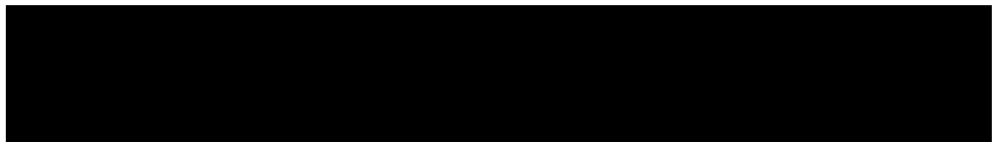


Signature of witness:

Name of witness:

*Sarita Bilkhu*

Address of witness:



Occupation of witness:

*Solicitor.*

Executed and Delivered as a Deed by  
Marlborough Communications (Holdings) Limited  
acting by:

*SIMON WALTHER*

, a Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness:

*Sarita Birkhu*

Address of witness:

Occupation of witness:

*Solicitor*

Executed and Delivered as a Deed by  
Marlborough Communications Limited  
acting by:

*SIMON WALTHER*

, a Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness:

*Sarita Birkhu*

Address of witness:

Occupation of witness:

*Solicitor*

**Security Agent**

Signed by  
authorised signatory  
for and on behalf of  
**National Westminster Bank Plc**



Notice Details      National Westminster Bank Plc  
Address:            Syndicated Loans Agency  
Facsimile:        250 Bishopsgate  
Attention:        London  
                      EC2M 4AA

FAX: 020 7786 5247

ATTENTION: FRANKS CARY