



Registration of a Charge

Company name: **THE APPOINTMENT GROUP LIMITED**

Company number: **03228538**

Received for Electronic Filing: **18/11/2020**



X9I3PQU9

Details of Charge

Date of creation: **16/11/2020**

Charge code: **0322 8538 0007**

Persons entitled: **SANTANDER UK PLC**

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: 3228538

Charge code: 0322 8538 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2020 and created by THE APPOINTMENT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2020 .

Given at Companies House, Cardiff on 19th November 2020

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 VERSION

Dated this 18 November 2020

Signed 

Osborne Clarke LLP

Supplemental Debenture
One London Wall

London

This Supplemental Debenture is made on 16 November 2020
EC2Y 5EB

Between:

- (1) **Each person** listed in Schedule 1 (*The Chargors*) (the "**Chargors**"); and
- (2) **Santander UK plc** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN and whose address for service hereunder is at Santander House, 100 Ludgate Hill, London, EC4M 7RE as security trustee for each Group Member (the "**Lender**").

Background

- (A) Pursuant to the Original Debentures (as defined below) and pursuant to a supplemental debenture dated 30 April 2018 (the "**2018 Supplemental Debenture**"), each Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) Since the date of the Original Debentures and the 2018 Supplemental Debenture, the Lender has agreed to increase the facilities made available to The Appointment Group Limited (company number 03228538) (the "**Increased Facilities**").
- (C) Each Chargor enters into this Supplemental Debenture in order to confirm that the security granted by the relevant Chargor pursuant to the Original Debentures and the 2018 Supplemental Debenture remains in full force and effect and continues to secure the Debt, including, without limitation, the relevant Chargor's liabilities under a guarantee given to the Lender in respect of the Increased Facilities.
- (D) This Supplemental Debenture is supplemental to the Original Debentures and the 2018 Supplemental Debenture.

This Supplemental Debenture witnesses as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

Terms defined in the Original Debentures 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 around the date of this Supplemental Debenture between amongst others (1) the Chargors and (2) the Lender.

"Debt" means all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due from the Chargors to the Lender.

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

"Original Debentures" means the debentures made between (1) each of the Chargors and (2) the Lender, each dated 30 April 2018.

"Original Facilities Agreement" means the facilities agreement between (1) Project Global Bidco Limited and The Appointment Group Limited as original borrowers, (2) Project Global Topco Limited and certain of its subsidiaries as guarantors and (3) the Lender, as amended by amendment letters dated 23 October 2018, 28 March 2019, 15 January 2020, 30 March 2020 and 4 May 2020.

"Secured Liabilities" shall, in relation to each Chargor, have the meaning given to such term under the Original Debenture to which such Chargor is party.

1.2 **Construction**

(a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) 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 Lender or any Receiver shall include its Delegate.

1.3 **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.

1.4 **Implied covenants for title**

The obligations of each Chargor 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.

1.5 **Effect as a deed**

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

1.6 **Trusts**

The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. **Security Assets**

2.1 **Fixed Charge**

Supplemental to clause 3 (*Charges*) of each of the Original Debentures, each Chargor with Full Title Guarantee, as a continuing security for the payment of all Secured Liabilities, charges in favour of the Lender:

(a) by way of fixed charge by way of legal mortgage, all right, title, estate and other interests of each Chargor in each Charged Property referred to in the Schedule to the Original Debentures;

(b) by way of fixed charge:

- (i) all right, title, estate and other interests of each Chargor in each Charged Property not effectively mortgaged under clause 2.1(a);
- (ii) the Book Debts;
- (iii) all present and future goodwill and uncalled capital for the time being of each Chargor.

2.2 **Assignment**

Each Chargor with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Lender by way of first priority assignment all of its right, title, estate and other interests and to:

- (a) the Rental Income and the benefit to each Chargor of all other rights and claims to which the Chargors are now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Chargors against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Chargors in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Chargors and the benefit of all sums recovered in any proceedings against all or any such persons; and
- (c) the benefit of all Property Agreements or the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Chargors under or in respect of any Property Agreement,

provided that nothing in this clause 2.2 shall constitute the Lender as a mortgagee in possession.

2.3 **Floating Charge**

Each Chargor with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Lender by way of floating charge the whole of the Chargor's undertaking and all other property, assets and rights of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to clauses 2.1 and 2.2 above.

3. **Incorporation**

The provisions of clauses 2 (*Covenant to pay*) and clauses 6 (*Continuance of Security*) to 25 (*Assignment*) (inclusive) and clauses 27 (*Demands*) and 28 (*Declaration*) of the Original Debenture to which the relevant Chargor is party to apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Debenture" in the relevant Original Debenture are to be construed as references to "this Supplemental Debenture".

4. **Continuation**

- 4.1 Except insofar as supplemental hereby, the Original Debentures will remain in full force and effect.
- 4.2 Each Chargor 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 to which it is party.
- 4.3 References in the Original Debentures to **"this Debenture"** and expressions of similar import shall be deemed to be references to the relevant Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4 This Supplemental Debenture is designated as 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 Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender 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

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Project Global Topco Limited	England and Wales	11283952
Project Global Bidco Limited	England and Wales	11291364
The Appointment Group Limited	England and Wales	03228538
The Appointment Group (UK) Limited	England and Wales	01747522

Signatories to Supplemental Debenture

Chargors

Executed as a deed by

Jens Penny
..... and

Nicola Boyd
..... directors,
for and on behalf of
Project Global Topco Limited

.....
Director
.....
Director

Executed as a deed by

Jens Penny
..... and
Nicola Boyd

..... directors,
for and on behalf of
Project Global Bidco Limited

.....
Director
.....
Director

Executed as a deed by

Jens Penny
..... and
Nicola Boyd

..... directors,
for and on behalf of
The Appointment Group Limited

.....
Director
.....
Director

BJ
Executed as a deed by
~~Jens Penny~~
..... and
..... directors,
for and on behalf of
The Appointment Group (UK) Limited

.....
Director
.....
Director

Signatories to Supplemental Debenture

Chargors

Executed as a deed by

..... and

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Director

..... directors,
for and on behalf of
Project Global Topco Limited

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Director

Executed as a deed by

..... and

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Director

..... directors,
for and on behalf of
Project Global Bidco Limited

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Director

Executed as a deed by

..... and

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Director

..... directors,
for and on behalf of
The Appointment Group Limited

.....
Director

Executed as a deed by

Giovanni Gianquitto

..... and

Jens Penny

.....
Director

..... directors,
for and on behalf of

The Appointment Group (UK) Limited

.....
Director

Lender

Signed by **Mark Challis**)
authorised signatory for)
and on behalf of)
Santander UK plc)



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Notice Details

Address: Santander House, 100 Ludgate Hill, London, EC4M 7RE

Facsimile: n/a

Attention: Jamie Callaghan