



Registration of a Charge

Company name: **THE APPOINTMENT GROUP LIMITED**

Company number: **03228538**



X7599YE7

Received for Electronic Filing: **04/05/2018**

Details of Charge

Date of creation: **30/04/2018**

Charge code: **0322 8538 0003**

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 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2018 and created by THE APPOINTMENT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2018 .

Given at Companies House, Cardiff on 9th May 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 4 May 2018

Signed Osborne Clarke LLP

Supplemental Debenture

Osborne Clarke LLP

The Supplemental Debenture is made on

30 April

2018

2 Temple Back East
Between:

Temple Quay, Bristol (1) Each person listed in Schedule 1 (The Chargors) (the "**Chargors**"); and

BS1 6EG (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 Corporate Advances Branch, Bootle, Merseyside, L30 4GB as security trustee for each Group Member (the "**Lender**").

Background

- (A) Pursuant to the Original Debentures, 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) Each Chargor has interests in additional assets not expressly specified in the Original Debentures, and has agreed to enter into this Supplemental Debenture to create security over such assets.
- (C) This Supplemental Debenture is supplemental to the Original Debentures.

This Supplemental Debenture witnesses as follows:

1. Definitions and interpretation

1.1. Definitions

Terms defined in the Facilities Agreement 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:

"Assigned Contract" means:

- (a) the Acquisition Agreement; and
- (b) the Option Holder SPA.

"Derivative Asset" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any asset and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an asset.

"Facilities Agreement" means the facilities agreement made between (1) Project Global Bidco Limited and certain of its subsidiaries as original borrowers, (2) Project Global Topco Limited and certain of its subsidiaries as original guarantors and (3) the Lender.

"Insurance Policies" means each of the insurance policies specified at Part 2 (*Insurance Policies*) of Schedule 2 (*Security Assets*).

"Intellectual Property Rights" means:

- (a) all of the assets (if any) specified in Part 3 (*Intellectual Property Rights*) of Schedule 2 (*Security Assets*) (if any);

- (b) any patents, trademarks, service marks, designs, business names, copyrights, database rights, computer software, design rights, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered;
- (c) the benefit of all applications and rights to use those assets described in paragraphs 0 and 0 (inclusive) of each Chargor (which may now or in the future subsist); and
- (d) any Related Rights arising in relation to any of the assets described in paragraphs 0 to 0 (inclusive).

"Original Debentures" means the debentures made between (1) each of the Chargors and (2) the Lender, each dated on or around the date of this Supplemental Debenture.

"Related Rights" means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Security, Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset.

"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.

"Shares" means:

- (a) the shares described in Part 1 (*Shares*) of Schedule 2 (*Security Assets*);
- (b) all Derivative Assets in relation to the shares referred to in paragraph 0; and
- (c) all Related Rights in respect of paragraphs 0 to 0 (inclusive).

1.2. **Construction**

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the 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. Supplemental to clause 3 (*Charges*) of the Original Debentures, each Chargor, as security for the payment of the Secured Liabilities:

- (a) charges in favour of the Lender all of its present and future right, title and interest in the Shares;
- (b) assigns, by way of security, with full title guarantee to the Lender all its present and future right, title and interest in each Assigned Contract;
- (c) assigns, by way of security, with full title guarantee to the Lender all its present and future right, title and interest in each Insurance Policy; and
- (d) charges in favour of the Lender all of its present and future right title and interest in the Intellectual Property Rights.

3. **Notices**

Each Chargor shall, on the date of this Supplemental Debenture, give notice of:

- (a) the assignment of the Insurance Policies under this Deed to its insurers in the form set out in Part 1 (*Form of notice to insurers*) of Schedule 3 (*Form of notices*); and
- (b) the assignment of each Assigned Contract under this Deed to each counterparty in the form set out in Part 2 (*Form of notice in relation to Contracts*) of Schedule 3 (*Form of notices*),

and, in each case, shall use all reasonable endeavours to procure that each person on whom a notice is served, executes and delivers to the Lender an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Lender may require.

4. **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".

5. **Continuation**

- 5.1. Except insofar as supplemental hereby, the Original Debentures will remain in full force and effect.
- 5.2. 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.
- 5.3. 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.
- 5.4. This Supplemental Debenture is designated as a Finance Document.

6. **Governing law**

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

7. **Jurisdiction**

- 7.1. 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**").
- 7.2. 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.
- 7.3. 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	11281364
The Appointment Group Limited	England and Wales	03228538
The Appointment Group (UK) Limited	England and Wales	01747522

Schedule 2

Security Assets

Part 1

Shares

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
Project Global Topco	Project Global Bidco Limited	1 ordinary share of £1 each	None
Project Global Bidco Limited	The Appointment Group Limited	96,502 ordinary shares of £0.625 each	None
The Appointment Group Limited	The Appointment Group (UK) Limited	200,000 ordinary shares of £1 each	None
The Appointment Group Limited	Leisure By Appointment Limited	50,000 ordinary shares of £1.00 each	None
The Appointment Group Limited	E.T. Travel Limited	90,000 ordinary shares of £1.00 each	None
The Appointment Group Limited	Events by Appointment Limited	1,000 ordinary shares of £0.002 each	None
The Appointment Group Limited	The Appointment Group (Australia) Pty Ltd	217,000 ordinary shares of AUD 1 each	None
The Appointment Group Limited	The Appointment Group LLC	100 ordinary shares of \$1.00 each	None
The Appointment Group Limited	The Appointment Group Pte. Ltd	2,003,000 ordinary shares of Singapore \$1 each	None
The Appointment Group (UK) Limited	Music By Appointment Limited	1,000 ordinary shares of £1.00 each	None
The Appointment Group (UK) Limited	Travel By Appointment Limited	100 ordinary shares of £1.00 each	None

Part 2

Insurance Policies

Chargor	Date of policy	Insurer	Details of policy
The Appointment Group (UK) Limited	25 September 2017	Hiscox Underwriting Limited	Combined Professional Indemnity & Public Liability
The Appointment Group (UK) Limited	25 September 2017	Royal & Sun Alliance Insurance plc	Personal Accident & Travel
The Appointment Group (UK) Limited	25 September 2017	AXA Insurance UK plc	Business Combined

Part 3

Intellectual Property Rights

Intentionally blank

Schedule 3

Form of notices

Part 1

(Form of notice to insurers)

To: • [insert name and address of insurer]

Dated: •

Dear Sirs

Re: [identify the relevant insurance policy[ies]] (the "Policy[ies]")

We notify you that we have assigned, by way of security, to Santander UK plc (the "**Lender**") all our right, title and interest in the Policy[ies] as security for certain obligations owed by us to the Lender.

We further notify you that:

1. you may continue to deal with us in relation to the Policy[ies] until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Policy[ies] and therefore from that time you should deal only with the Lender;
2. you are authorised to disclose information in relation to the Policy[ies] to the Lender on their request; and
3. the provisions of this notice may only be revoked or amended with the prior written consent of the Lender.

We will remain liable to perform all our obligations under the Policy[ies] and the Lender is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you will not amend, waive or release any right, interest or benefit in relation to the Policy[ies] (or agree to do the same) without the prior written consent of the Lender;
- (c) the interest of the Lender as assignee has been noted against the Policy[ies];
- (d) after receipt of written notice in accordance with paragraph 1, you will pay all monies to which we are entitled under the Policy[ies] direct to the Lender (and not to us) unless the Lender otherwise agrees in writing;
- (e) you will notify the Lender if you propose to repudiate, rescind or cancel any Policy[ies], to treat [it/them] as avoided in whole or in part, to treat [it/them] as expired due to non-payment of premium or otherwise decline any valid claim under [it/them] by or on behalf of any insured party;

- (f) you have not received notice that we have assigned or charged our rights under the Policy[ies] to a third party or created any other interest in the Policy[ies] in favour of a third party; and
- (g) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy[ies].

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of
[the relevant Chargor]

[On acknowledgement copy]

To: Santander UK plc

Copy to: • *[the relevant Chargor]*

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs 0 to 0 (inclusive) of that notice.

.....

for and on behalf of
• **[insert name of insurer]**

Dated: •

Part 2

(Form of notice in relation to Contracts)

To: [insert name and address of counterparty]

Dated: •

Dear Sirs

Re: [identify the relevant agreement] (the "Agreement")

We notify you that we have assigned, by way of security to • (the "**Lender**") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Lender.

We further notify you that:

1. you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and therefore, from that time, you should deal only with the Lender;
2. you are authorised to disclose information in relation to the Agreement to the Lender on request;
3. after receipt of written notice in accordance with paragraph 1, you must pay all monies to which we are entitled under the Agreement direct to the Lender (and not to us) unless the Lender otherwise agrees in writing; and
4. the provisions of this notice may only be revoked or amended with the prior written consent of the Lender.

Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you will not amend in [any/a material] way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Lender;
- (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
- (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

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

Yours faithfully

.....

for and on behalf of
[*the relevant Chargor*]

[On acknowledgement copy]

To: Santander UK plc

Copy to: [*the relevant Chargor*]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs 0 to 0 (inclusive) of that notice.

.....

for and on behalf of
[*insert name of counterparty*]

Dated: ●

Signatories to Supplemental Debenture

Chargors

Executed as a Deed by)
Project Global Topco Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Jennifer Evans

Senise

Pitmans LLP
46 The Avenue
Southampton
Hampshire
SO17 1AX

Executed as a Deed by)
Project Global Bidco Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Jennifer Evans

Senise

Pitmans LLP
46 The Avenue
Southampton
Hampshire
SO17 1AX

Executed as a Deed by)
The Appointment Group)
Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

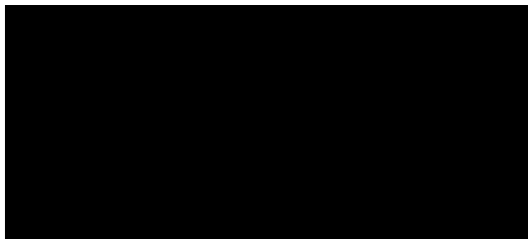
Occupation of witness

Jennifer Evans

Senise

Pitmans LLP
46 The Avenue
Southampton
Hampshire
SO17 1AX

Executed as a Deed by)
The Appointment Group (UK))
Limited)
acting by)
in the presence of:)



Signature of director

[Redacted signature]

Signature of witness

Name of witness

Jennifer Evans

Address of witness

Pitmans LLP
46 The Avenue
Southampton
Hampshire
SO17 1AX

Lender

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

.....

Notice Details

Address: Santander UK plc, 17 Ulster Terrace, London NW1 4PJ

Facsimile: n/a

Attention: Jamie Callaghan, Head of Portfolio Management

Executed as a Deed by)
The Appointment Group (UK))
Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Lender

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



Notice Details

Address: Santander UK plc, 17 Ulster Terrace, London NW1 4PJ

Facsimile: n/a

Attention: Jamie Callaghan, Head of Portfolio Management