



Registration of a Charge

Company name: **THE TESTING GROUP LIMITED**

Company number: **09430520**



X7JP4Y01

Received for Electronic Filing: **28/11/2018**

Details of Charge

Date of creation: **23/11/2018**

Charge code: **0943 0520 0002**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK)**

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: **I 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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9430520

Charge code: 0943 0520 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2018 and created by THE TESTING GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2018 .

Given at Companies House, Cardiff on 30th 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**

DEED OF ACCESSION

THIS DEED is made on ^{23 NOVEMBER} 2018

BETWEEN:-

- (1) The companies listed at Schedule 1 to this Deed (the "New Chargors")
- (2) **PROJECT C TOPCO LIMITED** (registered company number 11623468) (the "Parent") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below);
- (3) **PROJECT C BIDCO LIMITED**, a company registered in England & Wales with company number 11627758 and whose registered office is at Browne Jacobson LLP (CS), Victoria Square House, Victoria Square, Birmingham B2 4BU ("**Bidco**"); and
- (4) **CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK)** as the Lender.

INTRODUCTION

- (A) The New Chargors are, or will on the date of this Deed become, Subsidiaries of the Parent.
- (B) This Deed is supplemental to a deed dated ^{23 NOVEMBER} 2018 (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Parent, each of the companies named in the Debenture as Chargors, and the Lender.
- (C) The New Chargors at the request of the Parent and in consideration of the Lender making or continuing to make facilities available to the Parent or any other member of its group has agreed to enter into this Deed and become Chargors under the Debenture.
- (D) Bidco is entering into this Deed to confirm that its shareholding in CET Group Holdings Limited is charged under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed. In this Deed:

"**Additional Shares**" means all of Bidco's shareholding in CET Group Holdings Limited from time to time including the Shares referred to in Schedule 3 (*Shares*).
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargors agree to become parties to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargors had been original parties to it as Chargors.

3. SECURITY

The New Chargors mortgage, charge and assign to the Lender all their business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 3 (*Shares*);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 4 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 5 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 6 (*Assigned Accounts*);
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Accounts*); and
- 3.7 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 8 (*Charged Hedging Agreements*).

4. BIDCO SHARES

Bidco, by its execution of this Deed, charges by way of first fixed charge the Additional Shares to the Lender and confirms that the Additional Shares shall constitute Shares for all purposes of the Debenture.

5. CONSENT OF EXISTING CHARGORS

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

6. EFFECT ON DEBENTURE

- 6.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 6.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargors mortgaged, charged or assigned to the Lender (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

Schedule 1

THE NEW CHARGORS

| Company name | No | Registered office |
|--|-----------|--|
| CET Group Holdings Limited | 05340145 | 3 Boundary Court, Warke Flatt, Willow Farm Business Park, Castle Donnington, Derby, DE74 2UD |
| Property Assure Limited | 03361391 | 3 Boundary Court, Warke Flatt, Willow Farm Business Park, Castle Donnington, Derby, DE74 2UD |
| The Testing Group Limited | 09430520 | 3 Boundary Court, Warke Flatt, Willow Farm Business Park, Castle Donnington, Derby, DE74 2UD |
| Construction Testing Solutions Limited | 05998333 | 3 Boundary Court, Warke Flatt, Willow Farm Business Park, Castle Donnington, Derby, DE74 2UD |
| CET Structures Ltd. | 02527130 | 3 Boundary Court, Warke Flatt, Willow Farm Business Park, Castle Donnington, Derby, DE74 2UD |

Schedule 2

LAND

| Title number | Description | Chargor |
|---------------------------|-------------|---------|
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Schedule 3

Shares

| Name of Company | Description and number of shares | Name of shareholder(s) |
|--|---|--|
| CET Group Holdings Limited | 280,795 Ordinary Shares of £0.01 each 650,006 A Ordinary Shares of £0.01 each 339,900 Preference Shares of £0.01 each | Project C Bidco Limited (CRN: 11627758) |
| Property Assure Limited | 100 Ordinary Shares of £1.00 each | CET Structures Ltd. (CRN: 02527130) |
| The Testing Group Limited | 700 Ordinary Shares of £1.00 each | CET Structures Ltd. (CRN: 02527130) |
| Construction Testing Solutions Limited | 850 Ordinary Shares of £1.00 each | The Testing Group Limited (CRN: 09430520) |
| CET Structures Ltd. | 73,933 Ordinary Shares of £1.00 each | CET Group Holdings Limited (CRN: 05340145) |

Schedule 4

ASSIGNED INSURANCES

| Cover | Company | Policy Number | Insurer |
|---|--|----------------------|---|
| Material Damage and Business Interruption | CET Group Holdings Limited, CET Structures Ltd., Property Assure Limited, The Testing Group Limited and Construction Testing Solutions Limited | Y096926QBE0118A | QBE Insurance (Europe) Ltd |
| Combined Liability | CET Group Holdings Limited, CET Structures Ltd., Property Assure Limited, The Testing Group Limited and Construction Testing Solutions Limited | Y096834QBE0118A | QBE Insurance (Europe) Ltd |
| Contractors All Risks | CET Group Holdings Limited | 039754/01 | QBE Insurance (Europe) Ltd |
| Motor Fleet | CET Group Holdings Limited, CET Structures Ltd., Property Assure Limited, The Testing Group Limited and Construction Testing Solutions Limited | Y096904FLT0118A | QBE Insurance (Europe) Ltd |
| Directors and Officers | CET Group Holdings Limited | QUKDAO067531 | Omnia Chubb European |
| Professional Indemnity | CET Group Holdings Limited, CET Structures Ltd., Property Assure Limited, Construction and Engineering Services Limited, Safehouse UK Ltd | PI18D539333 | HCC International Insurance Company PLC |
| Computers | CET Group Holdings Limited | MAPCI00058 | Omnia Aviva Insurance UK |
| Airside Motor Liability | CET Group Holdings Limited, | B0509 / AVNPC1800242 | Marsh Ltd |

| | | | |
|------------------------|--|-----------------|---|
| | CET Structures Ltd., Property Assure Limited, The Testing Group Limited and Construction Testing Solutions Limited | | |
| Engineering Inspection | CET Group Holdings Limited, CET Structures Ltd., Property Assure Limited, The Testing Group Limited and Construction Testing Solutions Limited | 76/NZ18628425/4 | Allianz Insurance PLC |
| Cyber Liability | CET Structures Ltd. | CY-35004918J0 | Dual Underwriting via LCI Wholesale Divisions |

Schedule 5

ASSIGNED CONTRACTS

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Schedule 6

ASSIGNED ACCOUNTS

| Name of Chargor | Name of bank or financial institution | Account name | Account number | Sort code |
|---------------------------|--|---------------------|-----------------------|------------------|
| Intentionally left blank. | | | | |

Schedule 7

CHARGED ACCOUNTS

| Name of Chargor | Name of bank or financial institution | IBAN | Account number | Sort code |
|---|--|-------------|---------------------------|------------------|
| CET Group Holdings Limited | | | | |
| CET Structures Ltd. | | | | |
| CET Structures Ltd. | | | | |
| Construction Testing Solutions Limited | | | | |
| CET Structures Ltd. | | | | |
| CET Structures Ltd. | | | | |
| CET Structures Ltd. | | | | |
| CET Structures Ltd. | | | | |
| CET Structures Ltd. | | | | |
| CET Structures Ltd. | | | | |

Schedule 8

CHARGED HEDGING AGREEMENTS

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SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargers

EXECUTED as a Deed by CET Group)
Holdings Limited)
acting by a Director, in the presence of:-)
Director

Signature of witness:

Name of witness: *HARINDER NAHL*
Browne Jacobson Solicitors Ltd.
Victoria Square House
Address: Victoria Square
Birmingham B2 4BU
Tel: 0121 237 3900
Occupation: DX: 727740 Birmingham B2
email: www.brownejacobson.com

Address:

Facsimile number

EXECUTED as a Deed by Property Assure)
Limited)
acting by a Director, in the presence of:-)
Director

Signature of witness:

Name of witness: *HARINDER NAHL*
Browne Jacobson Solicitors Ltd.
Victoria Square House
Address: Victoria Square
Birmingham B2 4BU
Tel: 0121 237 3900
Occupation: DX: 727740 Birmingham B2
email: www.brownejacobson.com

Address:

Facsimile number

EXECUTED as a Deed by The Testing)
Group Limited)
acting by a Director, in the presence of:-)
Director

Signature of witness:

Name of witness:

Address:

Occupation:

HARINDER NAHL
Browne Jacobson Solicitors LLP
Victoria Square House
Victoria Square
Birmingham B2 4BU
Tel: 0121 237 3900
DX: 727740 Birmingham B2
email: www.brownejacobson.com

PARALOGAL

Address:

Facsimile number

EXECUTED as a Deed by Construction)
Testing Solutions Limited)
acting by a Director, in the presence of:-)
Director

Signature of witness:

Name of witness:

Address:

Occupation:

HARINDER NAHL
Browne Jacobson Solicitors LLP
Victoria Square House
Victoria Square
Birmingham B2 4BU
Tel: 0121 237 3900
DX: 727740 Birmingham B2
email: www.brownejacobson.com

PARALOGAL

Address:

Facsimile number

EXECUTED as a Deed by CET Structures Ltd
acting by a Director, in the presence of:-
Director

Signature of witness:

Name of witness:

Address:

Occupation:

HARPINDER NAHL
Browne Jacobson Solicitors LLP
Victoria Square House
Victoria Square
Birmingham B2 4BU
Tel: 0121 237 3900
DX: 727740 Birmingham 62
email: www.brownejacobson.com
PARAGSA

Address:

Facsimile number

The Parent

EXECUTED as a Deed
(but not delivered until dated) by
PROJECT C TOPCO LIMITED
acting by a Director
in the presence of:-
Director

Signature of witness:

Name of witness:

Address:

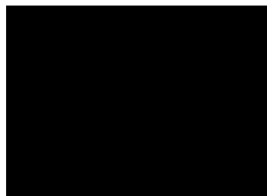
Occupation:

HARPINDER NAHL
Browne Jacobson Solicitors LLP
Victoria Square House
Victoria Square
Birmingham B2 4BU
Tel: 0121 237 3900
DX: 727740 Birmingham 62
email: www.brownejacobson.com
PARAGSA

Bidco

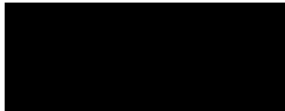
EXECUTED as a Deed
(but not delivered until dated) by
PROJECT C BIDCO LIMITED
acting by a Director
in the presence of:-

)
)
)
)
)



Director

Signature of witness:



Name of witness:

HARINDER NAHL

Address:

Browne Jacobson Solicitors LLP
Victoria Square House
Victoria Square
Birmingham B2 4BU
Tel: 0121 237 3900
DX: 727740 Birmingham 62
email: www.brownejacobson.com

Occupation:

PARALEGAL

The Lender

SIGNED for and on behalf of
CLYDESDALE BANK PLC

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