



**Registration of a Charge**

Company name: **COHORT PLC**

Company number: **05684823**

Received for Electronic Filing: **22/01/2019**



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**Details of Charge**

Date of creation: **18/01/2019**

Charge code: **0568 4823 0007**

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

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 5684823

Charge code: 0568 4823 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2019 and created by COHORT PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2019 .

Given at Companies House, Cardiff on 23rd January 2019

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.

EXECUTION VERSION

Dated this 22.01.2019

Signed Osborne Clarke LLP

Supplemental Debenture

Osborne Clarke LLP

The Supplemental Debenture is made on

18 January

2019

2 Temple Back East

(1) Cohort plc (company number 05684823) whose registered office is at 1 Waterside Drive, Temple Quay, Bristol, Arlington Business Park, Theale, Berkshire, RG7 4SW (the "Chargor"); and

BS1 6EG (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 Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in additional assets and has agreed to enter into this Supplemental Debenture to create security over such assets.
- (C) 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:

"Assigned Contract" means each of:

- (a) the majority share sale agreement dated 12 December 2018 between (1) the Sellers (as defined therein) and (2) Cohort PLC relating to the Shares (as defined below); and
- (b) the minority share sale agreement dated 12 December 2018 between (1) the Sellers (as defined therein) and (2) Cohort PLC relating to the Shares (as defined below).

"Original Debenture" means the debenture dated 17 November 2015 between amongst others (1) Cohort plc and (2) the Security Agent.

"Shares" means 140,000 ordinary shares of £0.00001 each and 124,918 ordinary shares of £0.01 each held by Cohort plc in Chess Technologies Limited.

#### 1.1 Construction

- (c) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Facility 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.
- (d) Any references to the Security Agent or any Receiver shall include its Delegate.

## EXECUTION VERSION

### 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 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.

### 1.4 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

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

- (a) assigns, by way of security, with full title guarantee to the Security Agent all its right, title and interest in the Assigned Contract; and
- (b) charges in favour of the Security Agent, with full title guarantee, by way of first fixed charge the Shares.

## 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 The 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.

## EXECUTION VERSION

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 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 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.

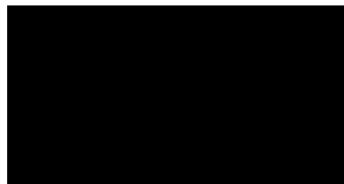
**In witness this Supplemental Debenture** is executed on the date appearing at the head of page 1.

EXECUTION VERSION

Signatories to Debenture

Chargor

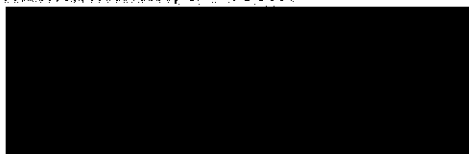
Executed and Delivered as a Deed by  
Cohort Plc  
acting by:



Signature of Director

ANDREW THOMAS a Director

in the presence of:



Signature of witness:

Name of witness:

Sarita Birkhu

Address of witness:



Occupation of witness:

Solicitor.

The Security Agent

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

.....  
Signature of authorised signatory

Notice details

Address for notices: Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA

Fax: 020 7786 5247

For the attention of: Francis Carey, Agency Relationship Manager

EXECUTION VERSION

**Signatories to Debenture**

**Chargor**

**Executed and Delivered as a Deed by  
Cohort Plc  
acting by:**

....., a Director

.....  
Signature of Director

in the presence of:

*Signature of witness:*

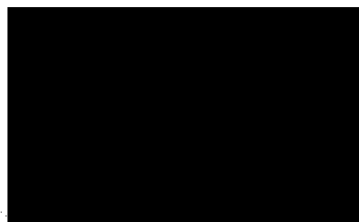
*Name of witness:*

*Address of witness:*

*Occupation of witness:*

**The Security Agent**

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



Signature of authorised signatory

Notice details

Address for notices: Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA

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For the attention of: Francis Carey, Agency Relationship Manager