



Registration of a Charge

Company Name: **BMG RESEARCH LTD**

Company Number: **02841970**



Received for filing in Electronic Format on the: **03/04/2023**

XC0PASDF

Details of Charge

Date of creation: **31/03/2023**

Charge code: **0284 1970 0003**

Persons entitled: **ARES MANAGEMENT LIMITED AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 WHICH HAS BEEN SIGNED ELECTRONICALLY BY
THE PARTIES THERETO.**

Certified by:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2841970

Charge code: 0284 1970 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2023 and created by BMG RESEARCH LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2023 .

Given at Companies House, Cardiff on 5th April 2023

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**

ACCESSION DEED

THIS ACCESSION DEED is made on 31 March 2023
BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "**Acceding Company**");
- (2) RSK GROUP LIMITED (the "**Parent**"); and
- (3) ARES MANAGEMENT LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 6 August 2021 and made between (1) the Chargors named in it and (2) the Security Agent (the "**Debenture**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (Interpretation) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture, as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (Accession), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants and undertakes in the terms set out in clause 2 (Covenant to pay) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (Accession), each Acceding Company with full title guarantee or in relation to assets located in Scotland or subject to Scots law, with absolute warrandice, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (Grant of security), 4 (Fixed security), 4.5 (Excluded Real Property), 4.6 (Excluded Securities) and 5 (Floating charge) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property in England and Wales (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (Details of Security Assets) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (Details of Security Assets) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (Details of Security Assets) (if any)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in 0 of schedule 2 (Details of Security Assets) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (Details of Security Assets) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and

- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (Details of Security Assets) (if any)), all claims under the Insurances and all proceeds of the Insurances.
- (vii) by way of first floating charge all of its present and future:
 - (A) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 3 or Clause 4 of the Debenture or this clause 2(c) or any other provision of the Debenture; and
 - (B) (whether or not effectively so charged or assigned) assets and undertaking located in Scotland or otherwise governed by Scots law.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (Details of Security Assets) except:
 - (A) in respect of those Charged Securities (if any) which are stated to be held by a nominee for an Original Chargor, in which case such Original Chargor is the beneficial owner only of such Charged Securities; and
 - (B) in respect of any recently acquired Charged Securities, such legal and beneficial ownership is subject to registration of those shares in the register of shareholders of the entity whose Charged Securities have been so acquired;

- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (Details of Security Assets) constitute the entire share capital owned by each Acceding Company in the relevant company; and
- (iii) part 1 of schedule 2 (Details of Security Assets) identifies all freehold and leasehold Real Property in England and Wales (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) Consent

Pursuant to clause 22.3 (Accession Deed) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

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

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1**The Acceding Companies**

Subsidiary	Registered number (or equivalent, if applicable)	Jurisdiction of incorporation
Brown & May Marine Holdings Limited	12696411	England and Wales
Brown & May Marine Limited	01788594	England and Wales
Economic Research Services Limited	02937576	England and Wales
Wyse Group Limited	05665971	England and Wales
Wysepower Limited	05379085	England and Wales
Treefellers Limited	06727099	England and Wales
BMG Research Holdings Limited	10236510	England and Wales
BMG Research Ltd	02841970	England and Wales
W.G.M (Engineering) Limited	SC099834	Scotland

SCHEDULE 2¹**Part 1 Real Property**

Registered land				
Acceding Company	Address	Administrative Area		Title number
None at the date of this Deed				
Unregistered Land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Deed				

Part 2 Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Brown & May Marine Holdings Limited	Brown & May Marine Limited	Ordinary	4	£4
BMG Research Holdings Limited	BMG Research Ltd	Ordinary	216,756	£216,756
Wyse Group Limited	Wysepower Limited	Ordinary	100,000	£100,000

Part 3 Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code

¹ MC Note: Please note the asset schedule for the overseas entities is subject to further updates.

Brown & May Marine Limited	██████81	HSBC UK Bank Plc	HSBC Bank Plc 18 London Street Norwich Norfolk NR2 1LG Sort code: 40-35-09
Brown & May Marine Limited	██████52	National Westminster Bank Plc	National Westminster Bank Plc Chatham Customer Service Centre Western Avenue Waterside Court Chatham Maritime Chatham ME4 4RT Sort code: 60-13-19
Economic Research Services Limited	██████45	Barclays Bank UK Plc	Barclays Bank UK Plc Leicester LE87 2BB Sort code: 20-33-51
Economic Research Services Limited	██████36	National Westminster Bank Plc	National Westminster Bank Plc Chatham Customer Service Centre Western Avenue Waterside Court Chatham Maritime Chatham ME4 4RT Sort code: 60-13-19
Wysepower Limited	██████01	National Westminster Bank Plc	National Westminster Bank Plc Chatham Customer Service Centre Western Avenue Waterside Court Chatham Maritime Chatham ME4 4RT

			Sort Code: 60-13-19
Wysepower Limited	76	HSBC UK Bank Plc	HSBC UK Bank Plc 26 Broad St Reading RG1 2BU Sort code: 40-38-04
Treefellers Limited	42	Lloyds Bank Plc	Lloyds Bank Plc PO Box 1000 BX1 1LT Sort code: 30-91-92
Treefellers Limited	82	National Westminster Bank Plc	National Westminster Bank Plc Chatham Customer Service Centre Western Avenue Waterside Court Chatham Maritime Chatham ME4 4RT Sort Code: 60-30-19
BMG Research Ltd	80	Bank of Scotland	Bank of Scotland PO Box 17235 Edinburgh EH11 1YH Sort code: 12-05-65
BMG Research Ltd	82	National Westminster Bank Plc	National Westminster Bank Plc Chatham Customer Service Centre Western Avenue Waterside Court Chatham Maritime Chatham ME4 4RT

			Sort Code: 60-13-19
W.G.M (Engineering) Limited	51	National Westminster Bank Plc	National Westminster Bank Plc Chatham Customer Service Centre Western Avenue Waterside Court Chatham Maritime Chatham ME4 4RT Sort Code: 60-13-19

Part 4 Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
<i>None at the date of this Deed</i>				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
Wysepower Limited	GB2503894	Support for portable building
Wysepower Limited	GB2571846	Support for portable building

Part 5 Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
<i>None at the date of this Deed</i>			

Part 6 Insurances

Acceding Company	Insurer	Type of Insurance	Policy number
Brown & May Marine Holdings Limited	RSA Insurance Group Plc	Motor	RSAP7347188200
Brown & May Marine Limited	RSA Insurance Group Plc	Motor	RSAP7347188200

EXECUTION PAGES TO THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Brown & May**)
Marine Holdings Limited acting by:)

Director 
Name of Director Abigail Draper

Director 
Name of Director Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR


Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Brown & May**)
Marine Limited acting by:)
)

Director

Name of Director


Abigail Draper

Director

Name of Director


Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Economic**)
Research Services Limited acting by:)

Director

Name of Director

Abigail Draper
[Redacted Signature]
Abigail Draper

Director

Name of Director

Alan Ryder
[Redacted Signature]
Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Wyse Group**)
Limited acting by:)

Director 
Name of Director Abigail Draper

Director 
Name of Director Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Wysepower**)
Limited acting by:)

Director 
Name of Director Abigail Draper

Director 
Name of Director Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Treefellers**)
Limited acting by:)

Director 
Name of Director Abigail Draper

Director 
Name of Director Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR
Fax No.: +44 1928 725633
Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **BMG Research**)
Holdings Limited acting by:)

Director 
Name of Director Abigail Draper

Director 
Name of Director Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **BMG Research**)
Ltd acting by:)

Director 
Name of Director Abigail Draper

Director 
Name of Director Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

)
Executed as a deed, but not delivered until the)
first date specified on page 1, by: **W.G.M**)
(Engineering) Limited acting by:

Director 
Name of Director Abigail Draper

Director 
Name of Director Alan Ryder

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

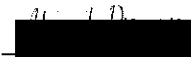
Attention: Alan Ryder and Abigail Draper

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **RSK Group**)
Limited acting by:)

Director


Name of Director



Abigail Draper

Director

Name of Director



Alan Ryder


Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR

Fax No.: +44 1928 725633

Attention: Alan Ryder and Abigail Draper

THE SECURITY AGENT

ARES MANAGEMENT LIMITED

By: 
Name: Kevin Early
Title: Authorised Signatory

Address: C/O Tmf Group 8th Floor, 20 Farringdon Street, London EC4A 4AB

Copy to:

Address: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE;

Telephone: +44 207 434 6414 / 6424

Fax: +44 207 464 6401

Email: OperationsLondon@aresmgmt.com

Attention: David Ribchester / Nishal Patel