



Registration of a Charge

Company Name: **K2 PARTNERING SOLUTIONS LIMITED**

Company Number: **03534323**



XBEWYJPM

Received for filing in Electronic Format on the: **18/10/2022**

Details of Charge

Date of creation: **12/10/2022**

Charge code: **0353 4323 0015**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES**

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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3534323

Charge code: 0353 4323 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th October 2022 and created by K2 PARTNERING SOLUTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2022 .

Given at Companies House, Cardiff on 21st October 2022

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**

Security Accession Deed

THIS SECURITY ACCESSION DEED is dated 12 October 2022 and is made between:

- (1) **CLIMBER MIDCO 2 LIMITED** (registered in England and Wales with registered number 14082539 and with its registered address at 2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX) for itself and for the Chargors (the “**Parent**”);
- (2) The entities listed in the first column of Schedule 1 (the “**Additional Chargors**” and each an “**Additional Chargor**”); and
- (3) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 2 June 2022 between, among others, the Parent and the Security Agent (the “**Debenture**”) and each Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) Each Additional Chargor has also entered into an Accession Deed to each of the Facilities Agreements on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in each of the Facilities Agreements.
- (C) Each Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.
- (b) “**Guernsey Additional Chargor**” is defined as Kilimanjaro (Gsy) Limited.
- (c) “**English Additional Chargors**” is defined as all of the Additional Chargors listed below in Schedule 1 incorporated in England & Wales.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGOR

2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make

the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 Covenant to pay

Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which each Additional Chargor may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Security Accession Deed and any mortgage) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Each Additional Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by such Additional Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Debenture, this Security Accession Deed or any mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3. FIXED SECURITY

3.1 General

All Security created by each Additional Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disappplied under Clause 12.1 (Implied covenants for title) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of each Additional Chargor in and to the relevant Charged Asset.

3.2 Legal mortgage

Each English Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*) to this Security Accession Deed).

3.3 Assignment by way of Security

Each English Additional Chargor assigns and agrees to assign absolutely with to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:

- (a) the proceeds of any Insurance Policies; and

- (b) each Specific Contract.
- (c) Each English Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph 0 above.
- (d) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each English Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

3.4 Fixed charges

Each English Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Material Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments; and
- (h) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed Charges (Guernsey Additional Chargor)

The Guernsey Additional Chargor charges by way of first fixed charge, the Investments.

3.6 Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. FLOATING CHARGE

4.1 Floating charge

- (a) Each English Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.

- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

The Security Agent may at any time by notice to each English Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:

- (a) this Security Accession Deed is enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture;
- (b) the Security Agent reasonably considers that any of the Charged Assets specified in the notice are or will be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (c) the Security Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
- (d) an Event of Default under clause 27.7 (*Insolvency Proceedings*) of the Facilities Agreements is continuing in respect of that Chargor.
- (e) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (f) to (h) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (i) has occurred:
- (f) each English Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreements);
- (g) each English Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreements);
- (h) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within five Business Days); or
- (i) an Administration Event occurs.

5. CONSENT OF EXISTING CHARGING COMPANIES

The Parent agrees (for itself and English Additional Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Original Chargor by or under the Debenture (or any other Security Accession Deed or mortgage).

6. SECURITY POWER OF ATTORNEY

6.1 Appointment and powers

Subject to Clause 6.2 (*Exercise of power of attorney*) below, each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required for:

- (j) carrying out any obligation imposed on each Additional Chargor by this Security Accession Deed or any other agreement binding on each Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which each Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and
- (k) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after any Security Interest executed, created, evidenced or conferred by or pursuant to this Security Accession Deed has become enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by each Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within ten (10) Business Days of the earlier of (i) being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent); or (ii) becoming aware of such failure.

7. COUNTERPARTS

This Security Accession 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 Security Accession Deed.

8. GOVERNING LAW AND JURISDICTION

Clause 27 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

This Security Accession Deed has been entered as a deed and delivered on the date given at the beginning of this Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and each Additional Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

Schedule 1

The Chargors

Name	Jurisdiction	Registered No.	Address for notices
Kili Topco Limited	England and Wales	10631446	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
Kili Midco Limited	England and Wales	10631732	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
Kili Finco Limited	England and Wales	13601911	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
Kili Bidco Limited	England and Wales	10632036	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
Kilimanjaro (Gsy) Limited	Guernsey	63170	Floor 2 Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 4LY
K2 Partnering Solutions Holding Co Limited	England and Wales	09420356	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
Marlin Green Limited	England and Wales	07362688	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
K2 Partnering Solutions Limited	England and Wales	03534323	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
Climber FX Co 1 Limited	England and Wales	14085923	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX
Climber FX Co 2 Limited	England and Wales	14086075	2nd Floor, Broad Street House, 55 Old Broad Street, London, England, EC2M 1RX

Schedule 2
Material Real Property

None

Schedule 3
Shares

Chargor	Name of company in which shares are held	Shares held
Kili Topco Limited	Kili Midco Limited	1 Ordinary Share of \$1.00
		2,000,000 Ordinary Share of £1.00
Kili Midco Limited	Kili Finco Limited	32,576,815 Ordinary Shares of \$0.01 each
Kili Finco Limited	Kili Bidco Limited	32,576,715 Ordinary Shares of \$0.01 each
Kilimanjaro (Gsy) Limited	K2 Partnering Solutions Holding Co Limited	49 Ordinary Shares of £1.00 each
		943,210 Ordinary A Shares of \$0.23 each
K2 Partnering Solutions Holding Co Limited	Marlin Green Limited	185 B Ordinary Shares of £0.01 each
		5,020 C Ordinary Shares of £0.005 each
		5,020 D Ordinary Shares of £0.005 each
K2 Partnering Solutions Holding Co Limited	K2 Human Capital Solutions Limited	300,000 Ordinary A Shares of £0.01 each
		29,150 Ordinary B Shares of £0.01 each
K2 Partnering Solutions Holding Co Limited	K2 Partnering Solutions Limited	30,002 Ordinary A Shares of £1.00 each
Climber FX Co 1 Limited	Kili Topco Limited	9,800,000 Preference Shares of €1.00 each
Climber FX Co 2 Limited	Kili Topco Limited	9,800,000 Preference Shares of \$1.00 each

Schedule 4
Intellectual Property

K2 Trade Marks (Registered under K2 Partnering Solutions Holding Co Limited)							
Country	Applicant	Mark	Appl. Date	Applic ation No.	Registrat ion Date	Registrat ion No.	Int. Classe s
CH	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	11/07/07	57420/ 2007	11/07/07	562.154	35, 42
CH	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	11/07/07	57421/ 2007	11/07/07	562.163	35, 42
CH	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 - REQ (word)	17/10/07	57417/ 2007	17/10/07	563.872	35, 42
BX	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
CN	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
DE	K2 PARTNERIN G SOLUTIONS HOLDING	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42

	COMPANY LTD						
DK	K2 PARTNERING SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
ES	K2 PARTNERING SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
FI	K2 PARTNERING SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
FR	K2 PARTNERING SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
GB	K2 PARTNERING SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
INT	K2 PARTNERING SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
IT	K2 PARTNERING SOLUTIONS	K2 PARTNERING	14/11/07	---	14/11/07	944.735	35, 42

	HOLDING COMPANY LTD	SOLUTIONS (and device)					
JP	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	23/02/12	---	23/02/12	944.735	35, 42
PL	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
PT	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
RU	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	23/02/12	---	23/02/12	944.735	35, 42
SE	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	14/11/07	---	14/11/07	944.735	35, 42
SG	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	23/02/12	---	23/02/12	944.735	35, 42
TR	K2 PARTNERIN G	K2 PARTNERING	23/02/12	---	23/02/12	944.735	35, 42


	SOLUTIONS HOLDING COMPANY LTD	SOLUTIONS (and device)					
BX	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
CN	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
DE	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
DK	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
ES	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
FR	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
GB	K2 PARTNERIN	K2 PARTNERING	14/11/07	---	14/11/07	944.736	35, 42

	G SOLUTIONS HOLDING COMPANY LTD	SOLUTIONS (word)					
INT	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
IT	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
JP	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	23/02/12	---	23/02/12	944.736	35, 42
PL	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
PT	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	14/11/07	---	14/11/07	944.736	35, 42
RU	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	23/02/12	---	23/02/12	944.736	35, 42

SG	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	23/02/12	---	23/02/12	944.736	35, 42
TR	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 PARTNERING SOLUTIONS (word)	23/02/12	---	23/02/12	944.736	35, 42
IN	FIONNOEL 03COMPANY LTD	K2 PARTNERING SOLUTIONS (and device)	08/11/12	2.425. 583			35, 42
IN	FIONNOEL 03	K2 PARTNERING SOLUTIONS (word)	08/11/12	2.425. 584			35, 42
CH	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 Konnect	02/05/18		08/05/18	716046	35, 42
CH	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	MADISON KAY	11/06/19		12/06/19	732209	35, 37, 42, 45
CH	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2	30/08/19		13/02/20	742899	35, 37, 42, 45

INT	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	K2 KONNECT	04/10/08		04/10/08	1442456	35, 42
INT	K2 PARTNERIN G SOLUTIONS HOLDING COMPANY LTD	MADISON KAY	22/08/19			1497914	35, 37, 42, 45
EU	MARLIN GREEN LIMITED	Marlin Green (word only)	20/06/13		13/11/13	01191705 1	35, 41 and 42
UK	MARLIN GREEN LIMITED	Marlin Green (word only)	20/06/13		13/11/13	UK09119 17051	35, 41 and 42
CH	MARLIN GREEN LIMITED	Marlin Green (word only)			08/10/19	1514904	35, 41 and 42

Schedule 5
Insurance Policies

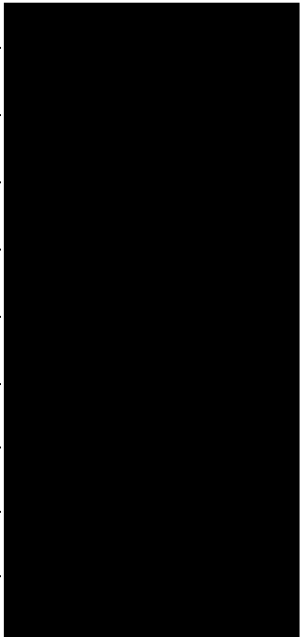







Chargor	Insurer	Policy Type	Policy details/ number
Marlin Green Limited	Hiscox Insurance Company Limited	Employers Liability and Products Liability	

Schedule 6
Specified Contract



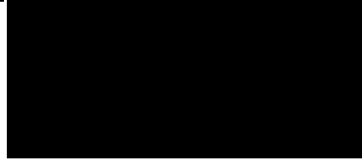
None

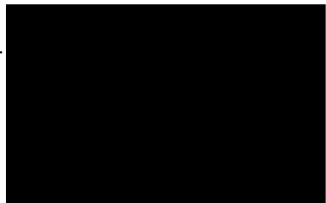
Schedule 7

Accounts

Chargor	Bank	Account type	Account Number	Sort Code
K2 Partnering Solutions Holding Co Limited UK	National Westminster Bank plc Earl's Court Branch, PO Box 147, 195 Earl's Court Road, London SW5 9AP	USD		60-07-14
		CHF		
		JPY		
		MXN		
		EUR		
		SGD		
		GBP		
		GBP		
		EUR		
		USD		
	HSBC Bank plc 60 Queen Victoria Street, London EC4N 4TR	GBP		40-11-60
	Wise 56 Shoreditch High Street London E1 6JJ United Kingdom	GBP		23-14-70
		EUR		
		USD		
K2 Partnering Solutions Limited	National Westminster Bank plc Earl's Court Branch, PO Box 147, 195 Earl's Court Road, London SW5 9AP	USD		60-07-14
		GBP		
		SEK		

		SEK		
		CHF		
		JPY		
		SGD		
		EUR		
		CZK		
Kili Bidco Limited	National Westminster Bank plc Earl's Court Branch, PO Box 147, 195 Earl's Court Road, London SW5 9AP	USD		60-07-14
		GBP		
Marlin Green Limited	Clydesdale Bank plc	CHF		CLYDGB2S
		DKK		
		EUR		
		GBP		82-67-24
		GBP		
		NOK		CLYDGB2S
		SEK		
		USD		
	Barclays Bank plc	CHF		-

		DKK		
		EUR		
		GBP		
		NOK		
		SEK		
		USD		
	National Westminster Bank plc Earl's Court Branch, PO Box 147, 195 Earl's Court Road, London SW5 9AP	GBP		60-07-14
		EUR		
		USD		
		CHF		
		SEK		
		DKK		
		NOK		
Kili Midco Ltd	National Westminster Bank plc Earl's Court Branch, PO Box 147, 195 Earl's Court Road, London SW5 9AP	GBP		
		USD		

Kili Topco Ltd	National Westminster Bank plc Earl's Court Branch, PO Box 147, 195 Earl's Court Road, London SW5 9AP	USD		
		GBP		

Additional Chargors

EXECUTED AS A DEED by
KILI TOPCO LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:

[Redacted Signature]

[Redacted Signature]

James Fox

[Redacted Address]

EXECUTED AS A DEED by
KILI MIDCO LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:

[Redacted Signature]

[Redacted Signature]

James Fox

[Redacted Address]

EXECUTED AS A DEED by
KILI FINCO LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:

[Redacted Signature]

[Redacted Signature]

James Fox

[Redacted Address]

EXECUTED AS A DEED by
KILI BIDCO LIMITED
acting by

)
)
)
)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

James Fox

Witness address:

[Redacted Address]

EXECUTED AS A DEED by
KILIMANJARO (GSY) LIMITED
acting by

)
)
)
)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

James Fox

Witness address:

[Redacted Address]

EXECUTED AS A DEED by
K2 PARTNERING SOLUTIONS
HOLDING CO LIMITED
acting by

)
)
)
)

.....
Director

Witness signature:

.....

Witness name:

.....

Witness address:

.....

.....

EXECUTED AS A DEED by
KILI BIDCO LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:

.....

EXECUTED AS A DEED by
KILIMANJARO (GSY) LIMITED
acting by

)
)
)
) Director

Witness signature:

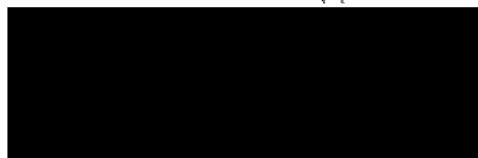
Witness name:

Witness address:

.....

EXECUTED AS A DEED by
K2 PARTNERING SOLUTIONS
HOLDING CO LIMITED
acting by



)
)
)
) Director



Witness signature:

Witness name:

Witness address:

.....

.....


EXECUTED AS A DEED by
MARLIN GREEN LIMITED
acting by

)
)
)
) Director

[Redacted Signature]

Witness signature:

[Redacted Signature]

Witness name:

..... James Forster

Witness address:

[Redacted Address]

EXECUTED AS A DEED by
K2 PARTNERING SOLUTIONS
LIMITED
acting by

)
)
)
) Director

.....

Witness signature:

.....

Witness name:

.....

Witness address:

.....

.....

EXECUTED AS A DEED by
CLIMBER FX CO 1 LIMITED
acting by

)
)
)
) Director

.....

Witness signature:

.....

Witness name:

.....

Witness address:

.....

.....

EXECUTED AS A DEED by
MARLIN GREEN LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:

.....

EXECUTED AS A DEED by
K2 PARTNERING SOLUTIONS
LIMITED
acting by

)
)
)
) Director

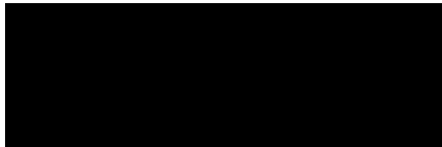


Witness signature:

MIGUEL BOVILL ROSE.....

Witness name:

Witness address:



EXECUTED AS A DEED by
CLIMBER FX CO 1 LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:

.....

EXECUTED AS A DEED by
MARLIN GREEN LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:
.....

EXECUTED AS A DEED by
K2 PARTNERING SOLUTIONS
LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:
.....

EXECUTED AS A DEED by
CLIMBER FX CO 1 LIMITED
acting by

)
) 
)
) Director //

Witness signature:
✓

Witness name: *Jane Fox*

Witness address: 

EXECUTED AS A DEED by
CLIMBER FX CO 2 LIMITED
acting by

)
)
)
) Director / /

Witness signature:

Witness name:

Witness address:

[Redacted signature area]

[Redacted signature area]

James Fox

[Redacted address area]

Security Agent

**GLAS TRUST CORPORATION
LIMITED**

By:

)
)
)
)
)

Authorised signatory

