



Registration of a Charge

Company name: **RSK (IRELAND) LIMITED**

Company number: **05857689**



X6DYAIZC

Received for Electronic Filing: **31/08/2017**

Details of Charge

Date of creation: **25/08/2017**

Charge code: **0585 7689 0005**

Persons entitled: **U.S. BANK TRUSTEES LIMITED**

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:

JULIA HORBACH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5857689

Charge code: 0585 7689 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2017 and created by RSK (IRELAND) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2017 .

Given at Companies House, Cardiff on 4th September 2017

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

Dated 25 August 2017

CERTAIN COMPANIES
as Original Chargors

U.S. BANK TRUSTEES LIMITED
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT
relating to the security agreement dated 5 June 2015 and the
supplemental security deed dated 20 April 2016 made between
the Original Chargors and the Security Agent

This Deed is entered into subject to the terms of the Subordination Deed and clause 32
(*The Security Agent*) of the Facilities Agreement

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THIS DEED is made on 25 August 2017

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 as Original Chargors (each an *Original Chargor*); and
- (2) **U.S. BANK TRUSTEES LIMITED** a limited liability company incorporated under the laws of England and Wales and with registration number 02379632 with its office at 125 Old Broad Street, London, EC2N 1AR, United Kingdom for itself and as agent and trustee for each of the other Secured Parties as defined in the Facility Agreement (as defined below) (the *Security Agent*).

WHEREAS:

- (A) The Original Chargors entered into the Original Security Documents in connection with the Facilities Agreement.
- (B) Pursuant to the Original Security Documents, each Original Chargor created Security over certain of its assets as security for the payment and discharge of the Secured Obligations.
- (C) The Facilities Agreement is to be amended on the terms of the Amendment and Restatement Agreement.
- (D) The Original Chargors and the Security Agent consider that the Security created under the Original Security Documents secures the payment of the Secured Obligations but enter into this Deed in case for any reason it does not.
- (E) This Deed is confirmatory and supplemental to the Original Security Documents and, to the extent that there is any doubt as to whether the Security created by the Original Security Documents secures all of the Secured Obligations, the Original Chargor agrees to create new Security as set out in Clause 3 (*Creation of Security*) below.
- (F) Notwithstanding the foregoing, the Security Agent shall be entitled to enforce the Security created under this Deed instead of, or as well as, the Security created under any Transaction Document.
- (G) The board of directors of each Original Chargor is satisfied that it is in the best interests, and for the benefit, of each Original Chargor to enter into this Deed.
- (H) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed, including the recitals, unless the context otherwise requires, words and expressions defined in the Original Security Documents (whether expressly or by reference to another document and as such document is amended from time to time) shall have the same meaning when used in this Deed with references to "this Agreement" being treated as references to this Deed and references to the "Finance Documents" being construed to include a reference to this Deed. In addition, the following words and expressions shall have the following meanings:

Amendment and Restatement Agreement means the agreement dated on or around the date of this Deed amending and restating the Facilities Agreement.

Accession Document means a deed of accession substantially in the form set out in Schedule 6 (*Form of Deed of Accession*) (or such other form as the Security Agent and the Borrower may approve).

Account means a Collection Account, an Equity Cure Account or a Mandatory Prepayment Account and all Related Rights.

Assigned Agreements means any agreement specified as such in Part D of Schedule 2 (*Security Assets*) and any other agreement designated as an Assigned Agreement by the Security Agent and the Borrower and (in each case) all Related Rights.

CA 2006 means the Companies Act 2006.

Collection Account means, in relation to an Original Chargor:

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) and all Related Rights; and
- (b) any other account opened or maintained by it (other than an Equity Cure Account or a Mandatory Prepayment Account and including any replacement account or subaccount of such account) and all Related Rights.

Equity Cure Account means, in relation to an Original Chargor:

- (a) any of its accounts specified as such in Part C Schedule 2 (*Security Assets*) and all Related Rights; and
- (b) any other account so designated by an Original Chargor and the Security Agent and all Related Rights.

Facilities Agreement means the facilities agreement dated 3 June 2015 between, among others, RSK Group plc as Borrower, Elavon Financial Services DAC, U.K. Branch as Facility Agent and U.S. Bank Trustees Limited as Security Agent, as amended and supplemented from time to time including on or about the date of this Deed.

First Supplemental Security Deed means the security agreement between the Original Chargers (as defined therein) and the Security Agent dated 20 April 2016.

Group Shares means, in relation to an Original Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of that Original Chargor in Part B of Schedule 2 (*Security Assets*) (if any)) or in Part B of the schedule to any Accession Document) and all Related Rights.

Intellectual Property means (i) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semiconductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and (ii) the benefit of all applications and all rights to use such assets (which may now or in the future subsist) and *registered* includes registrations and applications for registration, including (without limitation) the Specified Intellectual Property.

Mandatory Prepayment Account means, in relation to an Original Chargor:

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) and all Related Rights; and

- (b) any other account so designated by an Original Chargor and the Security Agent and all Related Rights.

Original Debenture means the security agreement between the Original Chargors (as defined therein) and the Security Agent dated 5 June 2015.

Original Security Documents means the Original Debenture and the First Supplemental Security Deed.

Person with Significant Control means, in respect of a company, an individual who meets one or more of the "specified conditions" (within the meaning of section 790C(3) of the CA 2006) in relation to that company, in accordance with section 790C(2) of the CA 2006.

PSC Register means "PSC register" within the meaning of section 790C(10) of the CA 2006.

Real Property means, in relation to an Original Chargor:

- (a) any freehold, leasehold, licence or other interest in any immovable property (including, in Scotland, any heritable property or the tenant's interest in any property held under a long lease) belonging to that Original Chargor (including the property identified in respect of that Original Chargor in Schedule 2 (*Security Assets*) or in Part A of the schedule to any Accession Document (if any)) and all Related Rights; and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights.

Relevant Legal Entity means, in respect of a company, a "legal entity" (within the meaning of section 790C(5) of the CA 2006) that is a "relevant legal entity" (within the meaning of section 790C(6) of the CA 2006) in relation to that company.

Restrictions Notice means a "restrictions notice" within the meaning of paragraph 1(2) of Schedule 1B to the CA 2006 and for the purposes of paragraph 1 of that Schedule.

Security Period means the period beginning on the date of this Deed and ending on the date upon which:

- (a) none of the Secured Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Finance Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Specified Intellectual Property means, in relation to an Original Chargor, the Intellectual Property identified in Part E of Schedule 2 (*Security Assets*) or in Part E of the schedule to any Accession Document and any other Intellectual Property notified to the Security Agent pursuant to clause 15.2 (*Other undertakings*) of the Original Security Documents and (in each case) all Related Rights.

Warning Notice means a "warning notice" within the meaning of paragraph 1(2) of Schedule 1B to the CA 2006 and for the purposes of paragraph 1 of that Schedule.

1.2 Construction

- (a) The provisions of clauses 1.2 (*Construction*) and 1.5 (*Facility Agent and Security Agent*) of the Facilities Agreement shall apply to this Deed as if set out in full, with references to "this Agreement" being treated as references to this Deed and references to the "Finance

Documents” and the “Transaction Documents” being construed to include a reference to this Deed.

- (b) References to Clauses and Schedules are to clauses and schedules of this Deed unless otherwise stated.
- (c) If the Security Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise then the Security and the liability of the Original Chargor under this Deed shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (d) Without prejudice to this Clause 1.2 or any other term of construction incorporated as a term of or otherwise set out in this Deed, the term Finance Document includes all amendments and supplements (however fundamental) including any extension of Liabilities, any increase in the amount of the Loan, or the introduction of any additional Liabilities within any such document (including those contemplated by the Amendment and Restatement Agreement).
- (e) The Original Security Documents shall continue in full force and effect.
- (f) This Deed is a Transaction Security Document and a Finance Document for the purposes of the Facilities Agreement.

1.3 Third parties

The terms of this Deed may only be enforced by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 (and the equivalent provisions of Scots common law) is excluded.

1.4 Incorporation of terms of construction

- (a) Clause 1.2 (*Construction*) of the Original Security Documents and Clause 1.3 (*Trustee Act 1925 and Trustee Act 2000*) of the Original Debenture shall apply to this Deed as if set out in full, with:
 - (i) references to “this Agreement” being treated as references to this Deed and references to the “Finance Documents” being construed to include a reference to this Deed; and
 - (ii) defined terms used in the those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed.

1.5 Additional provisions relating to Security

- (a) All the Security created under this Deed:
 - (i) is created and granted in case the Security created by the Original Security Documents does not secure all of the Secured Obligations;
 - (ii) is created and granted in addition to and does not affect the Security created by the Original Security Documents;
 - (iii) is created and granted by each Original Chargor as beneficial owner of its assets;
 - (iv) is created and granted in favour of the Security Agent;
 - (v) is created and granted over the present and future assets of each Original Chargor;

- (vi) is a continuing security for the payment, discharge and performance of all of the Secured Obligations (including the Total Incremental Facility Commitments from time to time) and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part; and
- (vii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:
 - (A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994;
 - (B) the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (C) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

2. COVENANT TO PAY AND CONFIRMATION OF SECURITY

2.1 Covenant to Pay

- (a) Each Original Chargor, as primary obligor and not merely as surety or guarantor, covenants with, and undertakes to, the Security Agent that it will pay or discharge promptly on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the relevant Finance Document.
- (b) Each Original Chargor acknowledges to the Security Agent that the amount secured by this Deed and in respect of which this Deed and the security hereby created is enforceable is the full amount of the Secured Obligations.

2.2 Confirmation of Security

Notwithstanding any amendment made to the Finance Documents and any new Security created pursuant to this Deed, each Original Chargor hereby expressly:

- (a) acknowledges the terms of and confirms its acceptance of the amendments to the Finance Documents effected pursuant to the terms of the Amendment and Restatement Agreement;
- (b) confirms and acknowledges that the obligations of the Obligors arising under or in connection with the Finance Documents as amended by the Amendment and Restatement Agreement are included in the obligations and liabilities that are guaranteed or otherwise secured by each Original Chargor under or pursuant to the Original Security Documents notwithstanding the imposition of any amended, new or more onerous obligations under the Finance Documents as amended by the Amendment and Restatement Agreement;
- (c) confirms and acknowledges that the rights and powers of the Secured Parties and the Security Agent under or pursuant to the Original Security Documents continue in full force and effect notwithstanding the amendments to the Finance Documents effected by the Amendment and Restatement Agreement; and

- (d) confirms and acknowledges that the guarantees, covenants, indemnities, undertakings and Security created by each Original Chargor, and the other obligations of each Original Chargor, under or pursuant to the Original Security Documents:
 - (i) extend and were always intended to extend to the future obligations of the Obligors and Debtors including, without limitation, those obligations of the Obligors and Debtors under the Finance Documents (as amended by the Amendment and Restatement Agreement); and
 - (ii) continue and shall continue in full force and effect as a continuing security for the obligations of the Obligors under the Finance Documents (as amended by the Amendment and Restatement Agreement) and the other Secured Obligations.

3. CREATION OF SECURITY

3.1 Legal Mortgage

Each Original Chargor charges and agrees to charge in favour of the Security Agent by way of first legal mortgage:

- (a) the Real Property in England or Wales vested in it on the date of this Deed (or in the case of an Additional Chargor, the date of the Accession Document by which it becomes an Additional Chargor); and
- (b) the Group Shares and any other shares forming part of the Investments belonging to it on the date of this Deed (or in the case of an Additional Chargor, the date of the Accession Document by which it becomes an Additional Chargor) (save for the Group Scottish Shares).

3.2 Fixed charge

Each Original Chargor charges and agrees to charge in favour of the Security Agent by way of first fixed charge all its rights, title and interest from time to time in and to:

- (a) the Real Property (to the extent not the subject of a mortgage under Clause 3.1 (*Legal Mortgage*) above);
- (b) the Investments (save for the Group Scottish Shares) (to the extent not the subject of a mortgage under Clause 3.1 (*Legal Mortgage*) above);
- (c) the Plant and Machinery;
- (d) the Accounts;
- (e) to the extent not effectively assigned under Clause 3.3 (*Assignments*) below, the Insurance Policies and the Assigned Agreements to which it is party;
- (f) any goodwill and rights in relation to its uncalled capital;
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (h) the Intellectual Property;
- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and
- (j) the Monetary Claims.

3.3 Assignments

Subject to Clause 3.5 (*General provisions relating to Security*) below, each Original Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to:

- (i) the Insurance Policies; and
- (ii) each Assigned Agreement to which it is a party.

3.4 Floating charge

- (a) Each Original Chargor charges in favour of the Security Agent by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located (including any assets expressed to be charged pursuant to Clause 3.2 (*Fixed Charge*) or assigned by Clause 3.3 (*Assignment*)).
- (b) The floating charge created by each Original Chargor pursuant to paragraph (a) of this Clause 3.4 shall be deferred in point of priority to all other Transaction Security but shall rank in priority to any other security interest created by any Original Chargor after the date of this Deed.
- (c) The floating charge created by each Original Chargor pursuant to paragraph (a) of this Clause 3.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed.

3.5 General provisions relating to Security

- (a) This Clause 3 is without prejudice to Clause 2 (*Covenant to Pay and Confirmation of Security*).
- (b) Where this Deed purports to create first-ranking Security, that Security will be third ranking Security taking effect subject only to the equivalent Security created by the Original Security Documents (subject, in the case of a floating charge, to paragraph (b) of Clause 3.4 (*Floating Charge*)) until such time as and to the extent that the relevant Security created by the Original Security Documents ceases to have effect.
- (c) Where a right or asset has been assigned (subject to a proviso for a re-assignment on redemption) under the Original Security Documents and the same asset or right is expressed to be assigned again under this Deed, that subsequent assignment will (so far as permitted by applicable law) take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Documents ceases to have effect at a time when this Deed still has effect. At such time as the Security created by the Original Security Documents ceases to have effect, and immediately following a request from the Security Agent, each Original Chargor shall give notice of assignment to the relevant counterparty in substantially the form set out in Schedule 4 (*Notice for Insurance Policies*) or Schedule 5 (*Notice for Assigned Agreements*) in each case to the Original Security Documents, as appropriate, *mutatis mutandis*.

4. INCORPORATION OF THE ORIGINAL DEBENTURE

- (a) Subject to paragraphs (b) and (c) below, clauses 4 (*Conversion of Floating Charge*) to 27 (*Miscellaneous*) of the Original Debenture shall apply as between each Original Chargor and the Security Agent as if repeated and set out in full herein, *mutatis mutandis* and with:

- (i) references to "this Agreement" being treated as references to this Deed and references to the "Finance Documents" being construed to include a reference to this Deed;
 - (ii) defined terms used in the those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed; and
 - (iii) any reference to a notice in the form (or substantially in the form) set out in a schedule to the Original Debenture being construed as a reference to the form of notice set out in the relevant Schedule to this Deed.
- (b) Without prejudice to paragraph (a) above, each Original Chargor makes the representations and warranties expressed to be made by it under clause 8 (*Representations and Warranties*) of the Original Debenture.
- (c) Clause 9.2(a)(i) (*Land Registry*) of the Original Debenture, as repeated and set out in full in this Deed pursuant to paragraph (a) above, shall for the purposes of this Deed be amended to read as follows:
- "for registration of the Security Agent as proprietor of any legal mortgage of the Real Property conferred by, or entered into pursuant to, this Deed;"
- (d) Save as required under clauses 11.1 (*Notices*), 13.1 (*Notices*) and 14.1 (*Notices*) of the Original Debenture, where a document has already been provided or an action has been taken under the Original Security Documents in each case by an Original Chargor, it shall be treated as having also been delivered or completed under this Deed on the date of this Deed or on the date of which such document is provided or such action is taken under the Original Security Documents (if such document is provided or action is taken after the date of this Deed) and, save where a contrary indication appears, shall not be required to be provided or done again under this Deed.

5. RESTRICTIONS ON DEALINGS

No Original Chargor may:

- (a) create or permit to subsist any Security on any of the Security Assets; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless expressly permitted to do so under the Facility Agreement.

6. PSC REPRESENTATIONS

6.1 PSC representations

Each Original Chargor represents and warrants on the date of this Deed that:

- (a) there is nothing in its (or any other member of the Group's) constitutional documents or any instrument, document, agreement or arrangement to which it (or any other member of the Group) is a party or otherwise which restricts or prohibits its entry into, or the performance by it of its obligations under, this Deed or which could impede or impair any right or remedy of the Security Agent under or in respect of this Deed, including in respect of the perfection of any transfer of any Investments of any Original Chargor;
- (b) it (and each other member of the Group) is in compliance with its obligations under Part 21A of the CA 2006 and any schedules relating thereto (and has complied with those

obligations within any necessary timeframes) and has complied with the terms of any notice that it has received under section 790D or 790E of the CA 2006 within the timeframe specified in that notice;

- (c) it has not (and no other member of the Group has) received a Warning Notice or Restrictions Notice in respect of any Investments of any Original Chargor;
- (d) it has not (and no other member of the Group has) issued a Warning Notice or Restrictions Notice in respect of any Investments of any Original Chargor;
- (e) the copy of any PSC Register delivered to the Facility Agent or Security Agent on or about the date of this Deed or pursuant to Clause 7 (*PSC Undertaking*):
 - (i) is correct and complete;
 - (ii) has not been amended or superseded since that date; and
 - (iii) sets out the "required particulars" (within the meaning (iii) of section 790K of the CA 2006) and any other information prescribed under Part 21A of the CA 2006 (including section 790M) and/or any related law, in each case, in relation to all of the Relevant Legal Entities and Persons with Significant Control that are "registrable" (within the meaning of section 790C(4) or section 790C(8), as applicable) in respect of that Original Chargor (or that other member of the Group, as the case may be) in accordance with Part 21A of the CA 2006.

6.2 Repetition

The representations set out at Clause 6.1 (*PSC representations*):

- (a) shall survive the execution of each Finance Document and each drawdown under the Facilities Agreement; and
- (b) are made on the date of this Deed and are deemed to be repeated on each date during the Security Period with reference to the facts and circumstances then existing.

7. PSC UNDERTAKING

- (a) Immediately following the receipt by any Original Chargor or any other member of the Group (or, in each case, its nominee) of:
 - (i) any notice (including any notice issued under section 790D or 790E of the CA 2006 or any Warning Notice or Restrictions Notice issued under paragraph 1 of Schedule 1B to the CA 2006 in respect of any Investments of any Original Chargor); or
 - (ii) any correspondence or other communication in respect of any Investments of any Original Chargor (including any request referred to in paragraph (d)(iii) below),that Original Chargor (or, in respect of any such receipt by any other member of the Group, the Borrower on its behalf) shall notify the Security Agent of that receipt and as soon as reasonably practicable provide to the Security Agent a copy of that notice, correspondence or other communication.
- (b) Without prejudice to paragraph (c) below, each Original Chargor (and the Borrower on behalf of any other member of the Group) shall:
 - (i) notify the Security Agent of its (or, in respect of the Borrower, that other member of the Group's) intention to issue a Warning Notice or Restrictions Notice under

paragraph 1 of Schedule 1B to the CA 2006 in respect of any Investments of any Original Chargor; and

- (ii) provide to the Security Agent a copy of that Warning Notice or Restrictions Notice,

in each case, at least two Business Days before that Original Chargor (or that other member of the Group) issues the Warning Notice or Restrictions Notice.

- (c) Each Original Chargor (and the Borrower on behalf of any other member of the Group) shall as soon as reasonably practicable:

- (i) notify the Security Agent of any change that it (or, in respect of the Borrower, that other member of the Group) makes to its PSC Register; and
- (ii) provide to the Security Agent a copy of its (or, in respect of the Borrower, that other member of the Group's) updated PSC Register.

- (d) Each Original Chargor shall (and the Borrower shall procure that each other member of the Group shall):

- (i) comply with its obligations under Part 21A of the CA 2006 and any schedules relating thereto (and has complied with those obligations within any necessary timeframes);
- (ii) comply with the terms of any notice that it receives under section 790D or 790E of the CA 2006 within the timeframe specified in that notice; and
- (iii) comply with any other request for information that it receives in respect of any Investments of any Original Chargor and that is made under any law or regulation or by any listing or other authority or pursuant to any provision contained in any articles of association or other constitutional document, within the timeframe specified in that request or any other necessary timeframe,

and, in respect of paragraphs (d)(ii) and (d)(iii) above, as soon as reasonably practicable following compliance with the notice or request (as the case may be), that Original Chargor (or the Borrower on behalf of that other member of the Group) shall provide to the Security Agent a copy of its response to that notice or request.

- (e) No Original Chargor shall (and the Borrower shall procure that no other member of the Group shall) exercise its right to issue a Warning Notice or Restrictions Notice under paragraph 1 of Schedule 1B to the CA 2006 in respect of any Investments of any Original Chargor in a manner which is or could reasonably be expected to be materially adverse to the interests of the Secured Parties (and, in relation to the issuance of any such notice by RSK Environment Limited, it shall be deemed to be materially adverse) unless it is required to do so under applicable law and, if it is so required, it shall, in issuing the Warning Notice or Restrictions Notice:

- (i) have regard to the interests of the Secured Parties; and
- (ii) use reasonable endeavours to preserve the rights and remedies of the Secured Parties.

- (f) No Original Chargor shall (and the Borrower shall procure that no other member of the Group shall) make any application to the court under Schedule 1B to the CA 2006 in respect of any Investments of any Original Chargor without the Security Agent's consent.

- (g) Each Original Chargor shall (and the Borrower shall procure that each other member of the Group shall) actively assist the Security Agent with any application to the court that it makes under Schedule 1B to the CA 2006 in respect of any Investments of any Original Chargor, and provide the Security Agent with all information, documents and evidence that it may reasonably request in connection with the same.
- (h) Each Original Chargor (and the Borrower on behalf of any other member of the Group) authorises the Security Agent to:
 - (i) comply with the terms of any notice that it receives under section 790D of the CA 2006; and
 - (ii) (on behalf of that Original Chargor or other member of the Group) respond to, subject to Clause 23 (*Power of attorney*) of the Original Debenture:
 - (A) any notice that such Original Chargor (or other member of the Group) receives under section 790D or 790E of the CA 2006, where that Original Chargor (or other member of the Group) fails to comply with the terms of that notice within the timeframe specified in that notice; and
 - (B) any request referred to in paragraph (d)(iii) above received by that Original Chargor (or other member of the Group), where that Original Chargor (or other member of the Group) fails to comply with the terms of that request within the timeframe specified in that request or any other necessary timeframe,

and each Original Chargor (and the Borrower on behalf of any other member of the Group) waives any breach of clause 44 (*Confidentiality*) of the Facilities Agreement that may occur as a result of the Security Agent taking any action under this paragraph (h).

8. PARTIAL INVALIDITY

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

9. CHANGES TO PARTIES

9.1 Transfer by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed to any successor appointed in accordance with the Finance Documents.

9.2 Changes to parties

Each Original Chargor agrees to be bound by the terms of clause 30 (*Changes to Obligors*) of the Facilities Agreement and clauses 13 (*Assignment*) and 14 (*Resignation of a Debtor*) of the Subordination Deed and authorises the Security Agent to execute on its behalf any document the Security Agent may reasonably require or consider necessary or desirable in relation to the creation, perfection or maintenance of the Security and any transfer or assignment contemplated by such provisions.

9.3 Consent of Original Chargors

Each Original Chargor consents to members of the Group becoming Original Chargors as contemplated by the Facilities Agreement and irrevocably appoints the Borrower as its attorney, with full power of substitution, for the purposes of executing any Accession Document.

9.4 Contemporaneous accession to Original Security Documents

- (a) Any member of the Group which becomes an Original Chargor under this Deed shall (unless otherwise directed in writing by the Security Agent) also become an Original Chargor under and as defined in each of the Original Security Documents.
- (b) The Borrower shall procure that any member of the Group which becomes an Original Chargor under and as defined in the Original Debenture or a Chargor under and as defined in the First Supplemental Security Deed shall (unless otherwise directed in writing by the Security Agent) at or about the same time become an Original Chargor under this Deed.

10. NOTICES

Any notice or other communication to be served under or in connection with this Deed shall be made in writing and, unless otherwise stated, served in person or by post, fax or any electronic method of communication approved by the Security Agent to the relevant party at its address or fax number shown immediately after its name on the signature page of the Facilities Agreement or set out in the Accession Document by which it became party hereto or such other address or number notified by it to the other parties to this Deed and, in the case of the Security Agent, marked for the attention of the department or officer where specified.

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

12. GOVERNING LAW AND JURISDICTION

12.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by and construed in all respects in accordance with English law (save that any terms particular to Scotland shall be construed in accordance with Scots law).

12.2 Jurisdiction

- (a) All parties agree that the courts of England are (subject to paragraphs (b) and (c) below) to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) including, without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Deed; and (ii) any non-contractual obligations arising out of or in connection with this Deed. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- (b) The agreement contained in paragraph (a) is included for the benefit of the Security Agent who shall retain the right to take proceedings in any other courts with jurisdiction and each Original Chargor irrevocably submits to the jurisdiction of any such court. To the extent permitted by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.
- (c) Each Original Chargor agrees that a judgment or order of any court referred to in this Clause 12.2 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

EXECUTED as a DEED)

by ARGUS ENVIRONMENTAL LIMITED)

acting by:)

Director:)



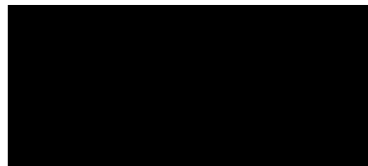
in the presence of:)

)

Name of witness:

Thomas Grace

Address:

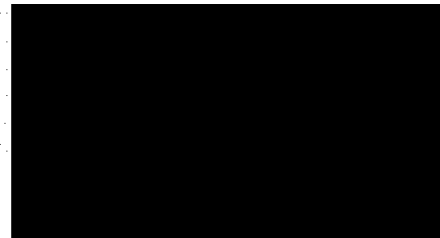


EXECUTED as a DEED)

by BUILDING SCIENCES LIMITED)

acting by:)

Director:)



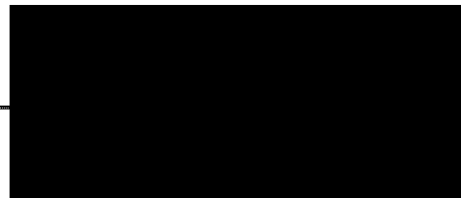
in the presence of:)

)

Name of witness:

Thomas Grace

Address:

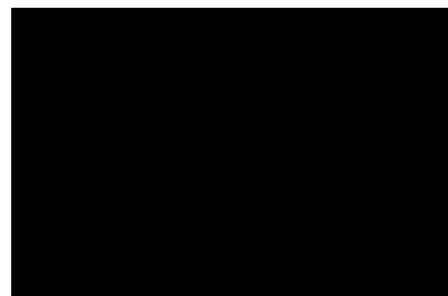


EXECUTED as a DEED)

by DYNAMIC SAMPLING UK LIMITED)

acting by:)

Director:)

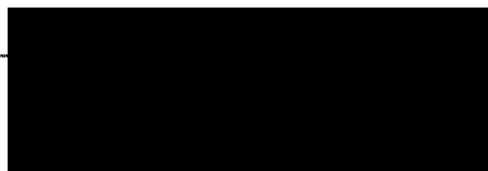


in the presence of:)

Name of witness:

Thomas Grace

Address:



Supplemental Security Agreement
EXECUTION VERSION

EXECUTED as a DEED
by **ENVIROLAB LIMITED**
acting by:
Director:

)

)

)

in the presence of:

)

)



Name of witness:

Thomas Grace

Address:



EXECUTED as a DEED
by **PS RAIL LIMITED**

)

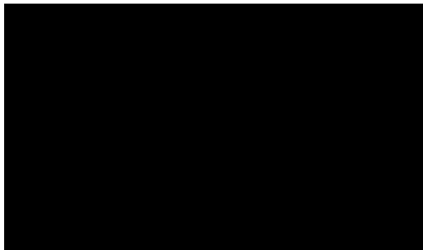
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)

acting by:
Director:

)

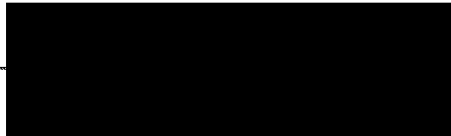
in the presence of:



Name of witness:

Thomas Grace

Address:



EXECUTED as a DEED
by **REMEDX LIMITED**
acting by:
Director:

)

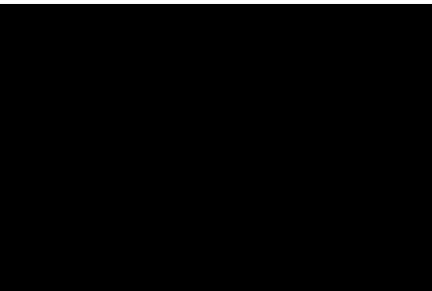
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)

in the presence of:

)

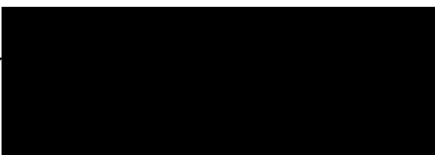
)



Name of witness:

Thomas Grace

Address:



EXECUTED as a DEED
by RSK ADAS LIMITED

acting by:
Director:

in the presence of:

Name of witness:

Address:

EXECUTED as a DEED
by RSK CARTER ECOLOGICAL LTD

acting by:
Director:

in the presence of:

Name of witness:

Address:

EXECUTED as a DEED
by RSK (IRELAND) LIMITED

acting by:
Director:

in the presence of:

Name of witness:

Address:

EXECUTED as a DEED)
by RSK PROJECT SERVICES LIMITED)
acting by:)
Director:)

[Redacted Signature]

in the presence of:)
)

[Redacted Signature]

Name of witness:

Thomas Grace

Address:

[Redacted Address]

EXECUTED as a DEED)
by RSK RADIOLOGICAL LIMITED)
acting by:)
Director:)

[Redacted Signature]

in the presence of:)
)

Name of witness:

Thomas Grace

Address:

[Redacted Address]

EXECUTED as a DEED)
by RSK STATS ENVIRONMENT)
HEALTH AND SAFETY LIMITED)
acting by:)
Director:)

[Redacted Signature]

in the presence of:)
)

[Redacted Signature]

Name of witness:

Thomas Grace

Address:

[Redacted Address]

EXECUTED as a DEED
by RSK STATS GEOCONSULT
LIMITED

acting by:
Director:

in the presence of:

Name of witness:

Address:

EXECUTED as a DEED
by RSK STATS LIMITED
acting by:
Director:

in the presence of:

Name of witness:

Address:

EXECUTED as a DEED
by R.W. MANAGEMENT (HOLDINGS)
LTD

acting by:
Director:

in the presence of:

Name of witness:

Address:

EXECUTED as a DEED)
by STRUCTURAL SOILS LIMITED)
acting by:)
Director:



in the presence of:



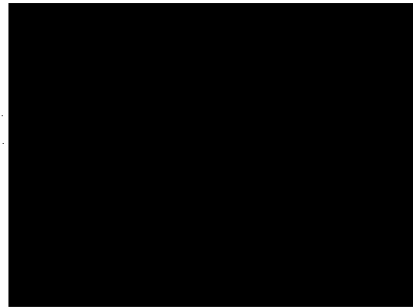
Name of witness:

Thomas Grace

Address:



EXECUTED as a DEED)
by TECHNICAL EDITING SERVICES)
LIMITED)
acting by:)
Director:

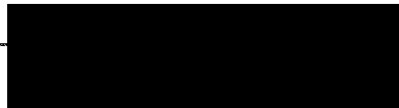


in the presence of:

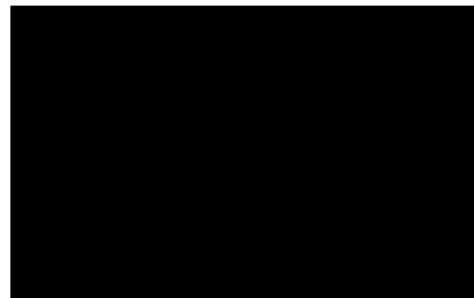
Thomas Grace

Name of witness:

Address:



EXECUTED as a DEED)
by RSK LAND & DEVELOPMENT)
ENGINEERING LIMITED)
acting by:)
Director:

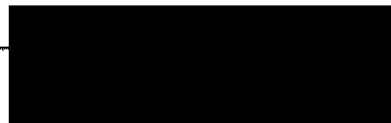


in the presence of:

Thomas Grace

Name of witness:

Address:



The Security Agent

U.S. BANK TRUSTEES LIMITED

By:  **Rebecca Lewis**
Authorized Signatory..... (authorised signatory)

By:  **David Harnett**
Authorized Signatory..... (authorised signatory)

Address:

Email:

Fax:

Attention:

SCHEDULE 1
ORIGINAL CHARGORS

Name of Original Chargor	Registration number (or equivalent, if any)	Original Jurisdiction
RSK Group plc	03761340	England and Wales
Argus Environmental Limited	02769631	England and Wales
Building Sciences Limited	01992975	England and Wales
Dynamic Sampling UK Limited	04143018	England and Wales
Envirolab Limited	04487136	England and Wales
Remedx Limited	05044531	England and Wales
RSK ADAS Limited	10486936	England and Wales
RSK Carter Ecological Ltd	06138360	England and Wales
RSK (Ireland) Limited	05857689	England and Wales
RSK Project Services Limited	02901671	England and Wales
RSK Radiological Limited	06367880	England and Wales
RSK Stats Environment Health and Safety Limited	04639175	England and Wales
RSK Stats Geoconsult Limited	02611785	England and Wales
RSK Stats Limited	02833839	England and Wales
R.W. Management (Holdings) Ltd	03846486	England and Wales
Structural Soils Limited	00828694	England and Wales
Technical Editing Services Limited	02928662	England and Wales
RSK Land & Development Engineering Limited	04723837	England and Wales
RSK Environment Limited	SC115530	Scotland
Azerbaijan Environment and Technology Centre Limited	SC158836	Scotland

SCHEDULE 2
SECURITY ASSETS

Part A
Real Property

Original Chargor	Freehold/leasehold	Description
RSK Group plc	Leasehold	Spring Lodge, 172 Chester Road, Helsby, Cheshire WA6 0AR
RSK Group plc	Leasehold	Priestner Drive car park, Chester Road, Helsby, Frodsham, WA6 0AD
RSK Group plc	Leasehold	237 Chester Road, Helsby, Cheshire WA6
RSK Group plc	Leasehold – informal arrangement	Railway Pub car park, Railway Inn, Chester Road, Helsby, Frodsham, WA6 0AN
RSK Group plc	Leasehold	Unit 14, Frogmore Road, Hemel Hempstead, Hertfordshire HP3 9RT
RSK Group plc	Leasehold	18 Frogmore Road, Hemel Hempstead, Hertfordshire HP3 9RT
RSK Group plc	Leasehold	4/5 Golden Square, Aberdeen AB10 1RD
RSK Group plc	Leasehold	Unit 12, Royal Scot Road, Pride Park, Derby DE24 8AJ
RSK Group plc	Leasehold	The Yard, Sussex Street, Kinning Park, Glasgow
RSK Group plc	Leasehold	65 Sussex Street, Glasgow G41 1DX
RSK Group plc	Leasehold	Fourways House, 57 Hilton Street, Manchester M1 2EJ
RSK Group plc	Leasehold	Unit 1A Princess Street, Bedminster BS3 4AG
RSK Group plc	Leasehold	1 st Floor Redwood House, 66 Nreforge Lane, Belfast BT9 5NF
RSK Group plc	Leasehold	Abbey Park, Humber Road, Coventry CV3 4AQ
Business Solutions Limited	Leasehold	Anerley Court, Half Moon Lane, Hildenborough, Tonbridge, Kent TN11 9HU
Dynamic Sampling UK Limited	Leasehold	Unit 709 Plot 7B Centre 500 Wolstanton Newcastle Under lyme
Dynamic Sampling UK Limited	Leasehold	Units 6, 7 and 8 Victory Court, Victory Road, Derby

Original Chargor	Freehold/leasehold	Description
Envirolab Limited	Leasehold	Units 2/3 Sandpits Business Park, Mottram Road, Hyde, Cheshire SK14 3AR
Envirolab Limited	Leasehold	Units 7/8 Sandpits Business Park, Mottram Road, Hyde, Cheshire SK14 3AR
Envirolab Limited	Leasehold	Units 9/10 Sandpits Business Park, Mottram Road, Hyde, Cheshire SK14 3AR
Envirolab Limited	Leasehold	17ft Coldroom located on Units 7-8, Sandpits Business Park, Mottram Road, Hyde, SK14 3AR
Envirolab Limited	Leasehold	20ft Container located on Units 7-8, Sandpits Business Park, Mottram Road, Hyde, SK14 3AR
Envirolab Limited	Leasehold	40ft Container located on Units 7-8, Sandpits Business Park, Mottram Road, Hyde, SK14 3AR
Remedx Limited	Leasehold	Workshop, Unit 6A Cricket Street Business Park, Wigan WN6 7TP
Remedx Limited	Leasehold	Unit 14, Beecham Court, Pemberton Business Park, Wigan WN3 6PR
RSK ADAS Limited	Leasehold	Land lying to the west side of Battlegate Road, Boxworth, Cambridge (title number: CB362834)
RSK ADAS Limited	Leasehold	Land lying to the east side of Chillandham Lane, Itchen Abbas (title number: HP623237)
RSK Environment Limited	Leasehold	17/17A Frogmore Road, Hemel Hempstead, Hertfordshire HP3 9RT
RSK Environment Limited	Leasehold	Unit 18 Basepoint Abbey Enterprise Centre, Premier Way, Romsey, Hampshire SO51 9AQ
RSK Stats Geoconsult Limited	Leasehold	Land at Frogmore Road , 18 Frogmore Road, Hemel Hempstead, HP3 9RT
Structural Soils Limited	Leasehold	The Old School, Stillhouse Lane, Bedminster, Bristol BS3 4EB
Structural Soils Limited	Leasehold	The Potteries, Pottery Street, Castleford, West Yorkshire WF10 1NJ
Structural Soils Limited	Leasehold	The Cottage The Old School, Stillhouse Lane, Bedminster, Bristol, BS3 4EB
Technical Editing Services Limited	Leasehold	No1 Barbour Square, High Street, Tattenhall, Cheshire CH3 9RF

Part B
Group Shares

Original Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
RSK Group plc	Kazakhstan Environment and Technology Centre Limited	1 Ordinary A share	
RSK Business Solutions Holdings Ltd	RSK Business Solutions Limited	100 Ordinary shares	
RSK Group plc	RSK Carbon Management Limited	100 Ordinary shares	
RSK Group plc	RSK Carters Ecological Ltd	100 Ordinary shares	
RSK Group plc	RSK Environment (Eastern Europe) Limited	100 A Ordinary shares	
RSK Group plc	RSK Environment Limited	U.S. Bank Trustees Limited holds 22,543 Ordinary shares, 4,477 Ordinary A shares and 382 Ordinary B shares ¹	
RSK Group plc	RSK Group Trustees Limited	2 Other shares	
RSK Group plc	RSK Middle East Limited	100 Ordinary shares	
RSK Group plc	RSK Remediation and Development Limited	100 Ordinary shares	
RSK Group plc	RSK Renewables Limited	1 Ordinary share	
RSK Group plc	RSK Resourcing Limited	100 Ordinary A shares	
RSK Group plc	RSK Training Limited	100 Ordinary shares	

¹ Held on trust for RSK Group plc.

Original Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
RSK Group plc	RSK Turkey Limited	1 Ordinary A share	
RSK Group plc	RSKW Ltd	399 A Ordinary shares	
RSK Group plc	Stats Group Limited	1 Ordinary share	
RSK Group plc	RSK Business Solutions Holdings Limited	20 Ordinary shares	
Dynamic Sampling UK Limited	PS Rail Limited	2 Ordinary shares	
R.W. Management (Holdings) Ltd	RSK ADAS Limited	100 Ordinary shares	
RSK Group plc	RSK Remediation Limited	1000 Ordinary A shares and 10 Ordinary B shares	
RSK Environment Limited	RSK Project Services Limited	1 Ordinary A share	
RSK Environment Limited	Argus Environmental Limited	1,000 Ordinary shares	
RSK Environment Limited	Azerbaijan Environment and Technology Centre Limited	U.S. Bank Trustees Limited holds 1,000 Ordinary shares ²	
RSK Environment Limited	Building Sciences Limited	200 Ordinary shares	
RSK Environment Limited	Envirolab Limited	100 Ordinary AA shares	
RSK Environment Limited	R.W. Management (Holdings) Ltd	20,000 A Ordinary shares	
RSK Environment Limited	Remedx Limited	100,000 Ordinary A shares	

² Held on trust for RSK Environment Limited

Original Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
RSK Environment Limited	RSK (Ireland) Limited	1 Ordinary A share	
RSK Environment Limited	RSK Radiological Limited	28,750 Ordinary shares	
RSK Environment Limited	RSK Stats Environment Health and Safety Limited	10,000 Ordinary A shares	
RSK Environment Limited	RSK Stats Geoconsult Limited	795,000 Ordinary A shares	
RSK Environment Limited	RSK Stats Limited	1,156 Ordinary shares	
RSK Environment Limited	Structural Soils Limited	40,000 Ordinary shares	
RSK Environment Limited	ACIES Civil and Structural Limited	400 Ordinary shares and 100 B shares	
RSK Environment Limited	Dynamic Sampling UK Limited	5,000 Ordinary shares	
RSK Environment Limited	KMGP Limited	100 Ordinary shares ³	
RSK Environment Limited	RSK Carter Ecological Ltd	100 A Ordinary shares	
RSK Environment Limited	RSK Drilling Services Limited	100 Ordinary shares	
RSK Environment Limited	RSK Land & Development Engineering Limited	49,500 A Ordinary shares	
RSK Environment Limited	Technical Editing Services Limited	1,610 A Ordinary Shares	
RSK Environment Limited	JB Site Investigations Limited	100 Ordinary shares	

³ The stock transfer forms have been provisionally stamped by HMRC, subject to the finalisation of completion accounts.

Part C
Accounts

Original Chorgor	Account Bank	Account Number	Sort Code	Description ⁴
RSK Group plc	HSBC Bank plc			Mandatory Prepayment Account - £
RSK Group plc	HSBC Bank plc			Collection Account-AED
RSK Group plc	HSBC Bank plc			Collection Account - £
RSK Group plc	HSBC Bank plc			Collection Account - €
RSK Group plc	HSBC Bank plc			Collection Account - \$
Argus Environmental Limited	HSBC Bank plc			Collection Account - £
Azerbaijan Environment and Technology Centre Limited	HSBC Bank plc			Collection Account - £
Azerbaijan Environment and Technology Centre Limited	HSBC Bank plc			Collection Account - \$
Building Sciences Limited	HSBC Bank plc			Collection Account - £
Dynamic Sampling UK Limited	Barclays Bank Plc			Collection Account - £
Dynamic Sampling UK Limited	Barclays Bank Plc			Collection Account - £
Envirolab Limited	HSBC Bank plc			Collection Account - £
Envirolab Limited	HSBC Bank plc			Collection Account - €
Remedx Limited	HSBC Bank plc			Collection Account - €
RSK (Ireland) Limited	HSBC Bank plc			Collection Account - £
RSK (Ireland) Limited	HSBC Bank plc			Collection Account - €

Original Chorgor	Account Bank	Account Number	Sort Code	Description ⁴
RSK ADAS Limited	HSBC Bank plc			Collection Account - £
RSK ADAS Limited	HSBC Bank plc			Collection Account - €
RSK Carter Ecological Ltd	HSBC Bank plc			Collection Account - £
RSK Carter Ecological Ltd	HSBC Bank plc			Collection Account - £
RSK Environment Limited	HSBC Bank plc			Collection Account - £
RSK Environment Limited	HSBC Bank plc			Collection Account - €
RSK Environment Limited	HSBC Bank plc			Collection Account - \$
RSK Environment Limited	HSBC Bank plc			Collection Account - RON
RSK Land and Development Engineering Limited	HSBC Bank plc			Collection Account - £
RSK Project Services Limited	HSBC Bank plc			Collection Account - £
RSK Radiological Limited	HSBC Bank plc			Collection Account - £
RSK Stats Environment Health and Safety Limited	HSBC Bank plc			Collection Account - £
RSK Stats Environment Health and Safety Limited	HSBC Bank plc			Collection Account - £
RSK Stats Environment Health and Safety Limited	HSBC Bank plc			Collection Account - £
RSK Stats Geoconsult Limited	HSBC Bank plc			Collection Account - £

Original Chargor	Account Bank	Account Number	Sort Code	Description ⁴
RSK Stats Geoconsult Limited	HSBC Bank plc			Collection Account - \$
RSK Stats Geoconsult Limited	HSBC Bank plc			Collection Account - €
RSK Stats Limited	HSBC Bank plc			Collection Account - £
Structural Soils Limited	HSBC Bank plc			Collection Account - £
Technical Editing Services Limited	HSBC Bank plc			Collection Account - £
Technical Editing Services Limited	HSBC Bank plc			Collection Account - €
Technical Editing Services Limited	HSBC Bank plc			Collection Account - \$

Part D
Assigned Agreements

- (a) Motor vehicle insurance policy number Y024219FLT0114A dated 22 November 2014 from QBE Insurance (Europe) Limited.
- (b) Contract works, hire-in plant and own plant insurance policy number 94UKA309907 dated 20 November 2014 from ACE Europe Life Limited.
- (c) Motor vehicle insurance policy number YO24219FLT0115A dated 22 November 2015 from QBE Insurance (Europe) Limited.
- (d) Contract works, hire-in plant and own plant insurance policy number 94UKA309907 dated 21 November 2015 from ACE Europe Life Limited.
- (e) Share purchase agreement between the Sellers (as defined therein) and RSK Group Plc dated 4 May 2017 in relation to the entire issued share capital of ACIES Civil and Structural Limited (CRN 07195701).
- (f) Share purchase agreement between the Sellers (as defined therein) and RSK Environment Limited dated 9 June 2017 in relation to the entire issued share capital of KMGP Limited (CRN 04249588).
- (g) Motor vehicle insurance policy number BV/14938707 dated 5 June 2015 from Allianz Insurance Plc.
- (h) Public, Product and Employer's liability insurance policy number B1230LC71715A15 dated 1 August 2015 from Novae Syndicates Ltd.

Part E
Specified Intellectual Property

Domain Names:	<u>www.dynamicsampling.co.uk</u> <u>www.kmgp.co.uk</u> <u>www.aciesgroup.co.uk</u>
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Trade marks	Acies Logo Mark
Trade mark number	UK00002513138

Trade marks	Acies Logo Mark
Trade mark number	UK00003156047

Trade marks	Acies Civil & Structural
Trade mark number	UK00003156054

SCHEDULE 3
NOTICE FOR ACCOUNTS

To: [Account Bank]

Copy: U.S. Bank Trustees Limited as Security Agent

Date: _____

Dear Sirs,

1. We hereby give you notice that we have charged by way of first fixed charge to U.S. Bank Trustees Limited (the *Security Agent*) on behalf of certain Secured Parties pursuant to a security agreement (the *Supplemental Security Agreement*) dated _____ entered into by ourselves (as Original Chargor) (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the *Accounts*) together with all interest from time to time earned on such sums and the debts represented by such sums and interest.
2. With effect from the date of your receipt of this notice:
 - (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time;
 - (c) the terms and conditions relating to the Accounts designated as "Blocked" may not be amended, varied or waived without the prior written consent of the Security Agent;
 - (d) we are not permitted to withdraw any amount from the Accounts designated as "Blocked" in the schedule to this notice without the prior written consent of the Security Agent; and
 - (e) we are permitted to withdraw or transfer amounts from the Accounts designated as "Not blocked" in the schedule to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or notify this permission in its absolute discretion at any time).
3. You are authorised and instructed, without requiring further approval from us:
 - (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts;
 - (b) to provide the Security Agent with such information relating to the Accounts as it may from time to time request; and
 - (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Supplemental Security Agreement, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any time from the Security Agent without any

reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.

4. These instructions may not be revoked without the prior written consent of the Security Agent.
5. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in the accounts; and
 - (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent [or, in relation to the Accounts designated as "Not blocked" in the schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Security Agent].
6. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[ORIGINAL CHARGOR]

Schedule

Account Number

Sort Code

Status

[Blocked/
Not blocked⁵]

⁵ The Equity Cure Account and Mandatory Prepayment Account will be “blocked” accounts. The Collection Account will not be “blocked”.

[On acknowledgement copy]

**To: U.S. Bank Trustees Limited as Security Agent
[Address]**

Copy to: [ORIGINAL CHARGOR]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
**for and on behalf of
[Account Bank]**

Date: _____

SCHEDULE 4

NOTICE FOR INSURANCE POLICIES

To: [insurer/insurance broker]

Copy: U.S. Bank Trustees Limited as Security Agent

Date: _____

Dear Sirs,

1. Pursuant to a letter from us to you dated on or about _____ (the *Original Notice*) we notified you that we had assigned by way of security to U.S. Bank Trustees Limited (the *Security Agent*) on behalf of certain Secured Parties pursuant to a security agreement (the *Original Security Agreement*) dated 4 June 2015 entered into by us (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to the insurance policies identified in the schedule to this letter and to any other insurance policies taken out with you by us or on our behalf or under which we have a right to a claim (the *Insurance Policies*).
2. We hereby give you notice that we have also charged by way of fixed charge in favour of the Security Agent on behalf of certain Secured Parties pursuant to a security agreement (the *Supplemental Security Agreement*) dated _____ 2017 entered into by us (amongst others) all our right title and interest in and to the Insurance Policies (including but not limited to the proceeds thereof). A list of the policies included within the Insurance Policies at the date of this notice is set out in the schedule hereto.
3. We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Security Agent provides written notification to the contrary. Thereafter:
 - (a) all amounts payable under the Insurance Policies should be paid to the Security Agent or as it directs; and
 - (b) all rights in respect of the Insurance Policies will be exercisable by the Security Agent and notices under the Insurance Policies should be given to the Security Agent or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Insurance Policies as it may from time to time request.
5. These instructions may not be revoked without the prior written consent of the Security Agent.
6. Please note the interest of the Security Agent on the Insurance Policies and show the Security Agent as loss payee and first priority assignee.
7. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in any of the Insurance Policies;

- (c) you have noted the interests of the Security Agent on the Insurance Policies;
- (d) you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Security Agent at least thirty days' prior written notification;
- (e) you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the consent of the Security Agent;
- (f) you will notify the Security Agent of any breach by us of the terms of any Insurance Policy and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach; and
- (g) the Security Agent shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it).

8. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[ORIGINAL CHARGOR]

[Details of Insurance Policies to be inserted]

[On acknowledgement copy]

To: _____ as Security Agent
[Address]

Copy to: [ORIGINAL CHARGOR]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[Insurer]

Date: _____

SCHEDULE 5

NOTICE FOR ASSIGNED AGREEMENTS

To: [Counterparty to relevant Assigned Agreement]

Copy: U.S. Bank Trustees Limited as Security Agent

Date: _____

Dear Sirs,

1. Pursuant to a letter from us to you dated on or about _____ (the *Original Notice*) we notified you that we had assigned by way of security to U.S. Bank Trustees Limited (the *Security Agent*) on behalf of certain Secured Parties pursuant to a security agreement (the *Original Security Agreement*) dated 4 June 2015 entered into by us (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to [insert details of relevant Assigned Agreement] (the *Assigned Agreement*).
2. We hereby give you notice that we have also charged by way of fixed charge in favour of the Security Agent on behalf of certain Secured Parties pursuant to a security agreement (the *Supplemental Security Agreement*) dated _____ 2017 entered into by us (amongst others) all our right title and interest in and to the Assigned Agreement (including but not limited to the proceeds thereof).
3. We will remain entitled to exercise all of our rights under the Assigned Agreement and you should continue to give notices under the Assigned Agreement to us, until such time as the Security Agent provides written notification to the contrary. Thereafter, all rights in respect of the Assigned Agreement (including the right to direct payments of amounts due thereunder to another account) will be exercisable by the Security Agent and notices under the Assigned Agreement should be given to the Security Agent or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Assigned Agreement as it may from time to time request;
5. These instructions may not be revoked without the prior written consent of the Security Agent.
6. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) [you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Assigned Agreement without the consent of the Security Agent;]
 - (c) you have not received notice of the interest of any third party in the Assigned Agreement; and
7. [you will notify the Security Agent of any breach by us of the terms of the Assigned Agreement and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach].

8. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[ORIGINAL CHARGOR]

[On acknowledgement copy]

To: U.S. Bank Trustees Limited as Security Agent
[Address]

Copy to: [ORIGINAL CHARGOR]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[Counterparty to relevant Assigned Agreement]

Date: [●]

SCHEDULE 6

FORM OF DEED OF ACCESSION

THIS DEED is made on _____

BETWEEN

- (1) [COMPANY NAME] (a company incorporated in [England and Wales] with registered number _____) with its registered office at _____ (the *Additional Chargor*);
- (2) _____ for itself and as attorney for each of the other Original Chargors under and as defined in the Supplemental Security Agreement referred to below (the *Borrower*); and
- (3) _____ for itself and as agent and trustee for each of the other Secured Parties under and as defined in the Supplemental Security Agreement referred to below (the *Security Agent*).

WHEREAS

- (A) [The Additional Chargor is a wholly-owned Subsidiary of the Borrower.]
- (B) The Borrower has entered into a security agreement dated _____ (the *Supplemental Security Agreement*) between, among others, the Borrower (as an Original Chargor) and the Security Agent. A copy of the Supplemental Security Agreement has been provided to the Additional Chargor.
- (C) The Additional Chargor has agreed to enter into this Deed and to become an Original Chargor under the Supplemental Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Facility Agreement (as an Additional Guarantor) and the Subordination Deed (as a debtor and intra-group lender).
- (D) Pursuant to clause 9.3 (*Consent of Original Chargors*) of the Supplemental Security Agreement, each Original Chargor (other than the Borrower and the Additional Chargor) has irrevocably appointed the Borrower as its attorney, with full power of substitution, for the purposes of executing this Deed.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Interpretation

Terms defined in the Supplemental Security Agreement have the same meaning in this Deed (including the recitals) unless given a different meaning in this Deed. This Deed is a Finance Document and a Transaction Security Document.

2. Accession

With effect from the date of this Deed, the Additional Chargor:

- (a) shall become a party to the Supplemental Security Agreement in the capacity of an Original Chargor; and

- (b) shall be bound by, and shall comply with, all of the terms of the Supplemental Security Agreement which are expressed to be binding on an Original Chargor,

in each case, as if it had always been a party to the Supplemental Security Agreement as an Original Chargor.

3. Creation of Security

3.1 Legal mortgages

The Additional Chargor charges and agrees to charge in favour of the Security Agent by way of first legal mortgage:

- (a) the Real Property (including, without limitation, the properties referred to in the Schedule (*Security Assets*) of this Deed) in England or Wales vested in it on the date of this Deed; and
- (b) the Group Shares and any other shares forming part of the Investments belonging to it on the date of this Deed (including, without limitation, the shares referred to in the Schedule (*Security Assets*) of this Deed).

3.2 Fixed charges

The Additional Chargor charges and agrees to charge in favour of the Security Agent by way of first fixed charge all its rights, title and interest from time to time in and to:

- (a) to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) above, the Real Property (including, without limitation, the properties referred to in the Schedule (*Security Assets*) of this Deed);
- (b) to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) above, the Investments (including, without limitation, the shares referred to in the Schedule (*Security Assets*) of this Deed);
- (c) the Plant and Machinery;
- (d) the Accounts (including, without limitation, the accounts referred to in the Schedule (*Security Assets*) of this Deed);
- (e) to the extent not effectively assigned under Clause 3.3 (*Assignments*), the Insurance Policies and the Assigned Agreements to which it is party (including, without limitation, the agreements referred to in the Schedule (*Security Assets*) of this Deed);
- (f) any goodwill and rights in relation to its uncalled capital;
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (h) the Intellectual Property (including, without limitation, the intellectual property referred to in the Schedule (*Security Assets*) of this Deed);

- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and
- (j) the Monetary Claims.

3.3 Assignments

The Additional Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements (including, without limitation, any agreements referred to in the Schedule (Security Assets) of this Deed) to which it is a party.

3.4 Floating charge

- (a) The Additional Chargor charges in favour of the Security Agent by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.
- (b) The floating charge created by the Additional Chargor pursuant to paragraph (a) of this Clause 3.4 shall be deferred in point of priority to all other Transaction Security but shall rank in priority to any other security interest created by any Original Chargor after the date of this Deed.
- (c) The floating charge created by the Additional Chargor pursuant to paragraph (a) of this Clause 3.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Agreement.

3.5 Additional provisions relating to Security

- (a) Paragraphs (b) to (e) below (inclusive) apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.
- (b) All Security:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over the present and future assets of the Additional Chargor; and
 - (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:

- (A) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994;
 - (B) the words “except to the extent that” and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (C) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the Additional Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Deed and such mortgage, assignment or fixed charge is prohibited by a term of an agreement binding on the Additional Chargor in respect of that asset because the consent of a person (other than a member of the Group) has not been obtained:
 - (i) the Additional Chargor shall promptly notify the Security Agent;
 - (ii) subject to paragraph (iv) below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;
 - (iii) unless the Security Agent otherwise requires, the Additional Chargor shall use all reasonable endeavours to obtain the consent of the relevant person or otherwise to overcome such prohibition to such mortgage, assignment or charge for a period of three months from the date such consent was applied for and subsequently as the Security Agent may request (acting reasonably) from time to time (in which case the Additional Chargor shall use all reasonable endeavours to obtain the consent of the relevant person or otherwise to overcome such prohibition to such mortgage, assignment or charge for a period of three months from the date such consent was applied for following the request of the Security Agent provided that the Security Agent may subsequently again at any time make such request (acting reasonably) and such three month period shall recommence each time the Security Agent makes such request) and, if obtained, shall promptly provide a copy of that consent to the Security Agent, provided that the Additional Chargor shall not be obliged to instigate litigation proceedings or take any equivalent action against the relevant party; and
 - (iv) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Security in favour of the Security Agent under this Deed and the Supplemental Security Agreement.
- (d) The Security Agent holds the benefit of this Deed for itself and on trust for each of the other Secured Parties.
- (e) The fact that the details of any assets in the Schedule to this Deed are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Supplemental Security Agreement in respect of the assets of the Additional Chargor.

4. Representations and Warranties

The Additional Chargor makes the representations and warranties to each Secured Party as set out in clause 8 (*Representations and warranties*) of the Original Debenture.

5. Relationship between this Deed and the Supplemental Security Agreement

With effect from the date of this Deed:

- (a) the Supplemental Security Agreement shall be read and construed for all purposes as if the Additional Chargor had been an original party to the Supplemental Security Agreement in the capacity of Original Chargor and so that all of the provisions, rights, obligations and liabilities of, under or in connection with, the Supplemental Security Agreement apply to it in that capacity (but so that the Security created on this accession shall be created on the date of this Deed);
- (b) the provisions of the Supplemental Security Agreement which are expressed to apply to the Security Agent, any Secured Party, any Receiver or any other person shall apply to this Deed as if set out in full in it except that references to the Supplemental Security Agreement shall include this Deed;
- (c) any reference in the Supplemental Security Agreement to "this Deed" and similar phrases shall include this Deed and all references in the Supplemental Security Agreement to any relevant schedule to the Supplemental Security Agreement (or any part of it) shall include a reference to the Schedule (*Security Assets*) to this Deed (or relevant part of it);
- (d) the Borrower, for itself and as agent for each of the other Original Chargors under the Supplemental Security Agreement, agrees to all matters provided for in this Deed; and
- (e) without prejudice to the generality of the forgoing, clauses 3.5 (*General provisions relating to Security*), 4(c) (*Incorporation of the Original Debenture*) and 4(d) (*Incorporation of the Original Debenture*) of the Supplemental Security Agreement shall apply to this Deed as if set out in full.

6. Restrictions on dealings

The Additional Chargor may not:

- (a) create or permit to subsist any Security on any of the Security Assets; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless expressly permitted to do so under the Facility Agreement.

7. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and construed in accordance with, English law.

8. Jurisdiction

- (a) Subject to paragraphs (b) and (c) below, the English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims), including, without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- (b) The agreement contained in paragraph (a) of this Clause 8 is included for the benefit of the Security Agent who shall retain the right to take proceedings in any other courts with jurisdiction and each Additional Chargor irrevocably submits to the jurisdiction of any such court. To the extent permitted by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.
- (c) Each Additional Chargor agrees that a judgment or order of any court referred to in this paragraph (c) is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

THIS DEED has been executed and delivered as a DEED on the date stated at the beginning of this Deed.

Signatories to the Deed of Accession

The Additional Chargor

EXECUTED as a DEED)
by [●])
acting by:)

Director

Director/Secretary

OR

EXECUTED as a DEED)
by [●])
acting by:)

Director:

in the presence of:)
)

Name of witness:

Address:

The Borrower

EXECUTED as a DEED

by [●]

acting by:

)
)
)

Director

Director/Secretary

OR

EXECUTED as a DEED

by [●]

acting by:

)
)
)

Director:

in the presence of:

)
)

Name of witness:

Address:

The Security Agent

U.S. BANK TRUSTEES LIMITED

By:

)
)
)

By:

)
)

Schedule
Security Assets

Part A Real Property

Freehold/leasehold	Description	Title number
[•]	[•]	[•]

Part B Group Shares

Group Member	Number and class of shares	Details of nominees holding legal title
[•]	[•]	[•]

Part C Accounts

Account Bank	Account Number	Sort Code	Description
[•]	[•]	[•]	[•] ⁶

Part D Assigned Agreements

[Details to be inserted]

Part E Intellectual Property

[Details to be inserted.]

⁶ Specify whether the relevant account is a Collection Account or a Mandatory Prepayment Account.