



Registration of a Charge

Company name: **ESG-UTILIGROUP BIDCO LIMITED**

Company number: **10708569**



X7754NI1

Received for Electronic Filing: **31/05/2018**

Details of Charge

Date of creation: **22/05/2018**

Charge code: **1070 8569 0004**

Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**

Brief description:

Contains fixed charge(s).

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: **CHRISTEL KAYIBI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10708569

Charge code: 1070 8569 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2018 and created by ESG-UTILIGROUP BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st May 2018 .

Given at Companies House, Cardiff on 4th June 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

COLLATERAL ASSIGNMENT OF ACQUISITION DOCUMENTS

This **COLLATERAL ASSIGNMENT OF ACQUISITION DOCUMENTS**, dated as of May 22, 2018 (this “**Assignment**”), is entered into by and among **ESG-UTILIGROUP BIDCO LIMITED (f/k/a Lytham Bidco Limited)**, a company registered under the laws of England and Wales (“**Assignor**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“GSSLG”)**, as Collateral Agent under the Credit Agreement referred to below (in such capacity, “**Collateral Agent**”).

RECITALS:

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of May 4, 2017 (as amended by (i) that certain Consent, Joinder and First Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of May 16, 2017, (ii) that certain Second Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of July 31, 2017, (iii) that certain Waiver, Consent, Joinder and Third Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**,” capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), by and among Energy Services Group, LLC, a Delaware limited liability company, Assignor, as UK Borrower, ESG-Utiligroup Intermediate Limited, a company registered under the laws of England and Wales, as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, GSSLG, as Administrative Agent, Collateral Agent and Co-Lead Arranger and Wells Fargo Bank, National Association, as Co-Lead Arranger, the Lenders have agreed to make Loans to Company;

WHEREAS, Assignor is party to that certain Share Purchase Agreement, dated on or about the date hereof, by and between Aprose Limited, Paul Robin O’Connor, Steven Richard Powell, Christopher King, and Terry Underwood, as sellers, and UK Borrower, as buyer (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, together, the “**Acquisition Agreement**”, and together with any and all documents executed in connection therewith, collectively, the “**Acquisition Documents**”); and

WHEREAS, as a condition precedent to the funding of certain Loans on the Third Amendment Effective Date, Administrative Agent and the Lenders require that Assignor enter into this Assignment, and Assignor is willing to enter into this Assignment;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor covenants and agrees with Collateral Agent, for the benefit of the Secured Parties, as follows:

1. As security for the Obligations, Assignor hereby collaterally assigns to Collateral Agent, for the benefit of the Secured Parties, all of its rights, title and interest in, to and under the Acquisition Documents, including, without limitation, rights to indemnification and remedies with respect to breaches of representations, warranties and covenants.

2. Unless an Event of Default under the Credit Agreement or any other Credit Document shall have occurred and be continuing, insofar as Assignor may have any right, privilege or claim against any counterparty under the Acquisition Documents, Assignor shall (a) use prudent business judgment concerning its enforcement of such rights, (b) enforce such rights diligently and in good faith, and (c) have the sole right to exercise any such right, privilege or claim.

3. If any Event of Default shall have occurred and be continuing, Assignor hereby irrevocably: (a) authorizes and empowers Collateral Agent (or its agent), for the benefit of the Secured Parties, in Collateral Agent's (or its agent's) sole discretion, to assert, either directly or on behalf of Assignor, any right, privilege or claim Assignor may, from time to time, have against the Sellers (as defined in the Acquisition Agreement) or any other Person under the Acquisition Documents that Collateral Agent (or its agent) may deem proper and to receive and collect any and all monies resulting therefrom and to apply the same on account of any of the Obligations; and (b) appoints Collateral Agent (and all officers, employees and agents designated by Collateral Agent), for the benefit of the Secured Parties, as Assignor's attorney-in-fact for the purposes of enabling Collateral Agent (or its agent) to assert any such right, privilege or claim and to receive, collect and apply such monies in the manner set forth above.

4. Assignor shall not waive, amend, alter or modify any of its rights or remedies under the Acquisition Documents in any respect except as expressly permitted under the Credit Agreement.

5. Notwithstanding anything herein to the contrary, Assignor expressly acknowledges and agrees that it shall remain liable under the Acquisition Documents to observe and perform all of the conditions and obligations therein contained to be observed and performed by Assignor, and that neither this Assignment, nor any action taken pursuant hereto, shall cause Collateral Agent or any Secured Party to have any obligation or liability in any respect whatsoever to any party to the Acquisition Documents or otherwise for the observance or performance of any of the representations, warranties, conditions, covenants, agreement or terms set forth therein.

6. This Assignment shall be binding upon Assignor and its respective successors and assigns; provided, however, that Assignor shall not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Assignment without the prior written consent of Collateral Agent.

7. This Assignment may be executed in multiple counterparts (any of which may be delivered via facsimile or electronic mail in portable document format), each of which shall collectively and separately constitute one and the same Assignment.

8. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

Executed by **ESG-UTILIGROUP BIDCO LIMITED**
acting by STEVEN GOSLING, a director, in the presence
of:

Signature of witness

ALAN AIR SMITH

BRODIES LLP
15 ATHOLL CRESCENT
EDINBURGH EH3 8HA

GS/ESG—Collateral Assignment of Acquisition Documents (Aprose & KWR/Accelero)
69330370

**GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.**

