



Registration of a Charge

Company Name: **KELLOGG BROWN & ROOT LIMITED**

Company Number: **00645125**



Received for filing in Electronic Format on the: **25/08/2023**

XCAOU02P

Details of Charge

Date of creation: **23/08/2023**

Charge code: **0064 5125 0016**

Persons entitled: **KELLOGG BROWN & ROOT TRUSTEES LIMITED**

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 645125

Charge code: 0064 5125 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2023 and created by KELLOGG BROWN & ROOT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2023 .

Given at Companies House, Cardiff on 25th August 2023

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 23 August 2023

**(1) KELLOGG BROWN & ROOT LIMITED
(as Chargor)**

**(2) KELLOGG BROWN & ROOT TRUSTEES LIMITED
(as Trustee)**

CHARGE OVER SHARES
in respect of shares in Aspire Defence Services Limited
and
AMENDMENT TO CHARGE OVER SHARES
DATED 14 JUNE 2019



CONTENTS**PAGE**

1	INTERPRETATION	1
2	LIMITED RECOURSE	6
3	CHARGE	6
4	COVENANT TO DEPOSIT AND FURTHER ASSURANCES	6
5	REPRESENTATIONS AND UNDERTAKINGS	7
6	ENFORCEMENT OF SECURITY	10
7	DEALINGS WITH SECURED ASSETS ON ENFORCEMENT	12
8	APPLICATION OF MONEYS	13
9	GENERAL RIGHTS OF THE TRUSTEE AND RECEIVER	13
10	LIABILITY OF TRUSTEE, DELEGATES AND NOMINEES	14
11	PROTECTION OF THIRD PARTIES	15
12	PRESERVATION OF SECURITY	15
13	AMENDMENT TO THE EXISTING SECURITY AGEEMENT	16
14	RANKING	17
15	RELEASE OF SECURED ASSETS	17
16	FUTURE PROPOSALS OR CHANGES TO THIS DEED	17
17	POWER OF ATTORNEY	18
18	CURRENCY INDEMNITY	18
19	CERTIFICATE TO BE CONCLUSIVE EVIDENCE	18
20	COSTS AND EXPENSES	19
21	STAMP DUTY	19
22	COMMUNICATIONS	19
23	RIGHTS AND WAIVERS	20
24	INVALIDITY	20
25	ASSIGNMENTS AND TRANSFERS	20
26	SECURITY CONSENT AND CONFIRMATION	21
27	MISCELLANEOUS PROVISIONS	21
28	GOVERNING LAW	21
29	ENFORCEMENT	21
	SCHEDULE - ORIGINAL SHARES	22

THIS DEED is made on

23 August

2023

BETWEEN:-

- (1) **KELLOGG BROWN & ROOT LIMITED** (No. 00645125) whose registered office is at Hill Park Court, Springfield Drive, Leatherhead, Surrey, KT22 7NL (the "**Chargor**"); and
- (2) **KELLOGG BROWN & ROOT TRUSTEES LIMITED** (No. SC106598) whose registered office is at 13 Queens Road, Aberdeen, AB15 4YL (the "**Trustee**")

THIS DEED WITNESSES as follows:-

1. **INTERPRETATION**

1.1 **Definitions**

In this Deed:-

"105% Funded"	means that the Scheme Actuary has calculated that the Scheme's assets are at least 105% of the Scheme's liabilities, calculated using the assumptions in the technical provisions basis set out in the Scheme's Statement of Funding Principles except that the pre- and post-retirement discount rate used for that calculation will be equal to gilts plus 50 basis points. For this purpose the assets will exclude the value of the legal charge over the Aspire contract.
"Actuarial Valuation"	means a full actuarial valuation of the Scheme as certified by the Scheme Actuary
"Authority"	has the meaning given to it in the Master Definitions Schedule
"Business Day"	means a day (other than a Saturday or a Sunday) on which banks are open for business in London
"Charge"	means all or any of the Security created, or which may at any time be created, by or pursuant to this Deed
"Delegate"	means a delegate or sub-delegate appointed pursuant to Clause 9.3 (<i>Delegation</i>)
"Derived Assets"	<p>means all Shares, rights or other property of a capital nature which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase or otherwise) in respect of:-</p> <ol style="list-style-type: none"> (a) the Original Shares; or (b) any Further Shares; or (c) any Shares, rights or other property previously accruing, offered, issued or paid as mentioned in this definition
"Dissolution"	of a person includes the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administration, administrative or other receivership, or dissolution of that person, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction, and any step taken (including, but without limitation, the presentation of a petition or the passing of a resolution) for or with a view to any of the foregoing

"Dividends"	means all dividends, interest and other distributions of any kind and other income paid or payable from time to time in respect of the Original Shares, any Further Shares or any Derived Assets
"Enforcement Event"	means the occurrence of an Insolvency Event (which is continuing) in respect of (a) the Chargor or (b) any of KBR Inc., Kellogg Brown & Root (U.K.) Limited (registered number 02021947), Kellogg Brown & Root Holdings Limited (registered number 03780592) or Kellogg Brown & Root Holdings (U.K.) Limited (registered number 01870934)
"Existing Security Agreement"	means the share charge dated 14 June 2019 between the Chargor and the Trustee
"Funding Condition"	means that the Scheme Actuary has calculated that the Scheme has been 105% Funded at the most recent Actuarial Valuation or a subsequent Quarter Date in respect of the most recent Actuarial Valuation and also at the two Quarter Dates immediately following that Quarter Date.
"Further Shares"	means all Shares (other than the Original Shares and any Shares comprised in any Derived Assets) which the Chargor and the Trustee may at any time agree shall be subject to the Charge
"Insolvency Event"	<p>means any of the following occurring in respect of the relevant company:</p> <ul style="list-style-type: none"> (a) the company is unable to pay its debts as they fall due , commences negotiations with one or more of its creditors generally with a view to the general readjustment or rescheduling of its indebtedness (other than in connection with a solvent general readjustment or rescheduling of its indebtedness) or makes a general assignment for the benefit of or a composition with its creditors (each an "Insolvency and Rescheduling Process"); (b) the company takes any corporate action or other formal steps or legal proceedings are started by it or any other person for its winding-up, dissolution, administration or re-organisation (other than a reorganisation previously approved by the Trustee (such approval not to be unreasonably withheld or delayed) or a solvent reorganisation) or for the appointment of a liquidator, receiver, administrator, administrative receiver, conservator, custodian, trustee or similar officer of it or for a voluntary arrangement of any or all of its revenues and assets (each a "Winding-up Process"); (c) any execution or distress is levied against, or the holder of an encumbrance takes possession of, the whole or any material part of, the property, undertaking or assets of the company (each an "Execution or Distress Event"); (d) any event occurs in respect of the company that under the laws of any jurisdiction applicable to it has a similar or analogous effect to any of those events mentioned in paragraphs (a) to (c) (each an "Analogous Event"), <p>unless the Winding-up Process, Execution or Distress Event or Analogous Event (other than an Analogous Event that under the laws of any jurisdiction applicable to the relevant company has</p>

similar or analogous effect to any of the events mentioned in the definition of Insolvency and Rescheduling Process) (as the case may be):

- (i) has been started by a party other than the relevant company, its directors or its shareholders; and
- (ii) is being resisted or contested by the company to the fullest extent permitted by applicable law (or in a manner otherwise agreed with the Trustee; and
- (iii) either:
 - (A) if the company is KBR Inc, the Winding-up Process, the Execution or Distress Event or Analogous Event (as the case may be) is discharged, withdrawn or set aside on or before the earlier of (i) 30 days following its commencement and (ii) the date of the relevant hearing, judgment or conclusion of any other proceedings; or
 - (B) in respect of any other company, the Winding-up Process, the Execution or Distress Event or Analogous Event (as the case may be) is discharged, withdrawn or set aside on or before the earlier of (i) 14 days following its commencement and (ii) the date of the relevant hearing, judgment or conclusion of any other proceedings
 - (C) arrangements satisfactory to the Trustee (acting reasonably) are agreed within the periods referred to in part (A) and (B) of this paragraph (iii) (as applicable to the relevant party)

"KBR Inc." means KBR Inc., a Delaware corporation whose principal office is at 601 Jefferson Street, KT-3400, Houston, Texas, 77002 USA

"LPA" means the Law of Property Act 1925

"Master Definitions Schedule" means the master definitions schedule originally entered into on 6 April 2006 between, amongst others, Aspire Defence Limited, Aspire Defence Finance PLC, KBR (U.K.) Investments Limited, InfraRed Infrastructure Yield Holdings Limited, Citibank N.A., London Branch, Citicorp Trustee Company Limited and Assured Guaranty (Europe) Plc as amended and restated on 18 April 2018 and as further amended from time to time

"Net Enforcement Proceeds" means, in relation to any Secured Asset:

- (a) any proceeds of sale or enforcement; and/or
- (b) any Dividends,

collected or received by the Trustee (or any Receiver) arising from that Secured Asset following the enforcement of this Security, less all costs, expenses, remuneration and other items relating thereto contemplated in Clause 8.1 (*Application of Moneys*).

"New CJV Ringfencing Agreement"	has the meaning given to it in the Master Definitions Schedule
"New SJV Ringfencing Agreement"	has the meaning given to it in the Master Definitions Schedule
"Original Shares"	means the Shares listed in the Schedule
"Proceedings"	means any proceeding, suit or action arising out of or in connection with this Deed
"Project Agreement"	has the meaning given to it in the Master Definitions Schedule
"Quarter Date"	means 31 March, 30 June, 30 September and 31 December in each year
"Receiver"	means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Assets
"Release Trigger Date"	means the date upon which the Funding Condition is met
"Rights"	means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever)
"Scheme"	means the Kellogg Brown & Root (UK) Limited Pension Plan established by a definitive trust deed and rules dated 4 March 2003 and currently governed by a definitive trust deed and rules dated 16 September 2011 (as amended)
"Secured Assets"	means the Original Shares, any Further Shares, any Derived Assets and any Dividends
"Secured Liabilities"	means the Secured Scheme Liabilities and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Chargor under this Deed
"Secured Scheme Liabilities"	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of Kellogg Brown & Root (UK) Limited to make payments to the Scheme, including, without limitation, payments required under (i) any Schedule of Contributions or Recovery Plan; and /or (ii) Section 75 of the Pensions Act 1995;
"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Senior Creditors"	has the meaning given to it in the Master Definitions Schedule
"Senior Finance Documents"	has the meaning given to it in the Master Definitions Schedule
"Shares"	means stocks, shares and other securities of any kind
"Special Purpose Vehicle Investment"	means the limited partnership agreement dated 24 June 2016 between KBR General Partner Ltd, Kellogg Brown & Root Holdings Ltd and the Trustees.

“Statement of Funding Principles” means the latest statement of funding principles prepared and adopted in accordance with section 223 of the Pensions Act 2004.

1.2 Interpretation

1.2.1 Unless a contrary indication appears, any reference in this Deed to:-

- (a) a **"party"** or any other person includes its successors in title, permitted assignees and permitted transferees and this Deed shall be binding on and enforceable by the successors in office of the Trustee as trustees of the Scheme;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) a reference to an agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that agreement or instrument;
- (d) **"guarantee"** any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (e) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (f) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (g) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- (h) a provision of law is a reference to that provision as amended or re-enacted.

1.3 Statutes and headings

In this Deed:-

- 1.3.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.3.2 headings are for reference purposes only and shall not affect the construction of anything in this Deed.

1.4 Clauses and Schedule

In this Deed references to **"Clauses"** are to the clauses or sub-clauses of this Deed, references to the **"Schedule"** are to the Schedule to this Deed. The Schedule shall be treated as an integral part of this Deed and references to this Deed shall include the Schedule.

2. **LIMITED RECOURSE**

- 2.1 The Trustee's recourse to the Chargor under this Deed shall be limited to (and may only be recovered from) the amount recovered with respect to the Secured Assets (whether from enforcement proceeds or otherwise) and after deduction of any costs and expenses incurred in connection with such recovery (the "**Recovery Amount**").
- 2.2 The Recovery Amount shall be applied immediately in or towards the payment or discharge of the Secured Liabilities regardless of whether those liabilities have become due or payable or are at the time contingent liabilities.
- 2.3 The limit on the liability referred to in Clause 2.1 above shall not in any way prejudice or affect any right of the Trustee, independently of this Deed, to recover the total amount of the Secured Liabilities.

3. **CHARGE**

The Chargor, as continuing security for the payment and discharge of all Secured Liabilities, with full title guarantee charges all its Rights, title and interest in and to the Secured Assets by way of first fixed charge in favour of the Trustee.

4. **COVENANT TO DEPOSIT AND FURTHER ASSURANCES**

4.1 **Original Shares and Further Shares**

4.1.1 The Chargor shall, immediately after the execution of this Deed in the case of the Original Shares, and within two Business Days of each occasion on which the Trustee and the Chargor agree that any Shares shall become Further Shares, deposit with the Trustee:-

- (a) all share certificates, documents of title and other documentary evidence of ownership in relation to such Shares; and
- (b) transfers of such Shares duly executed by the Chargor or its nominee with the name of the transferee left blank or, if the Trustee so requires, duly executed by the Chargor or its nominee in favour of the Trustee (or the Trustee's nominee), and such other documents as the Trustee may require to enable the Trustee (or the Trustee's nominee) or, after the occurrence of an Enforcement Event, any purchaser to be registered as the owner of, or otherwise to obtain legal title to, such Shares.

4.2 **Derived Assets**

4.2.1 The Chargor shall, within two Business Days of the accrual, offer, issue or payment of any Derived Assets, deliver or pay to the Trustee or procure the delivery or payment to the Trustee of all such Derived Assets or the share certificates, renounceable certificates, letters of allotment, documents of title and other documentary evidence of ownership in relation to them; and

4.2.2 transfers of any Shares comprised in such Derived Assets duly executed by the Chargor or its nominee with the name of the transferee left blank or, if the Trustee so requires, duly executed by the Chargor or its nominee in favour of the Trustee (or the Trustee's nominee), and such other documents as the Trustee may require to enable the Trustee (or the Trustee's nominee) or, after the occurrence of an Enforcement Event, any purchaser to be registered as the owner of, or otherwise to obtain legal title to, the Shares comprised in such Derived Assets.

4.3 **Further Assurances**

In addition to and without prejudice to anything else contained in this Deed, the Chargor shall, at its own cost, promptly execute and do all such deeds, instruments, transfers, renunciations, proxies,

notices, documents, assurances, acts and things in such form as the Trustee may from time to time require:-

- 4.3.1 for perfecting, preserving or protecting the security created or intended to be created by the Charge or the priority of the Charge; and
- 4.3.2 once the Security created by this Deed has become enforceable, for facilitating the realisation of the Secured Assets or the exercise of any Rights vested in the Trustee or any Receiver by this Deed or by law.

4.4 **Existing Security Agreement**

To the extent the provisions of this Clause 4 have already been (or are in future) satisfied in accordance with the terms of the Existing Security Agreement no further actions will be required on the part of the Chargor under this Deed.

5. **REPRESENTATIONS AND UNDERTAKINGS**

5.1 **General Representations**

The Chargor represents and warrants to the Trustee that:-

- 5.1.1 it is a limited liability corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted;
- 5.1.2 the entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the security under this Deed do not and will not conflict with:
 - (a) any law or regulation applicable to it;
 - (b) its constitutional documents; or
 - (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument,

nor (except as provided in this Deed) result in the existence or imposition of, or oblige it to create, any Security in favour of any person over all or any of its assets;
- 5.1.3 It is not insolvent as defined in the Insolvency Act 1986 and is able to pay its debts as they fall due and, for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings, its centre of main interest (as that term is used in article 3(1) of that Regulation) is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in article 2(h) of that Regulation) in any other jurisdiction;
- 5.1.4 the choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction of incorporation;
- 5.1.5 any judgment obtained in the courts of England in relation to this Deed (or, in the case that this Deed confers jurisdiction to settle disputes on any other courts, any judgment obtained in those other courts) will be recognised and enforced in its jurisdiction of incorporation;
- 5.1.6 under the law of its jurisdiction of incorporation it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed, except registration of a certified copy of this Deed at Companies House under section 859A of the Companies Act 2006 and payment of associated fees, which registration and fees will be made and paid promptly after the date of this Deed;

- 5.1.7 it has not breached any law or regulation which materially and adversely affects the Secured Assets;
- 5.1.8 it is the sole legal and beneficial owner of the Secured Assets;
- 5.1.9 no Security (other than the Charge and the Existing Security Agreement) exists on, over or with respect to any of the Secured Assets;
- 5.1.10 it has not sold, transferred, lent, assigned, parted with its interest in, disposed of, granted any option in respect of or otherwise dealt with any of its Rights, title and interest in and to the Secured Assets, or agreed to do any of the foregoing (otherwise than pursuant to this Deed or the Existing Security Agreement);
- 5.1.11 the Original Shares, any Further Shares and any Shares comprised in any Derived Assets are fully paid and there are no moneys or liabilities outstanding in respect of any of the Secured Assets;
- 5.1.12 the Original Shares, any Further Shares and any Shares comprised in any Derived Assets have been duly authorised and validly issued and are free from any restrictions on transfer or rights of pre-emption;
- 5.1.13 it has the power to enter into, and perform and comply with its obligations under, this Deed, and to create the Charge;
- 5.1.14 all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to:-
 - (a) enable it lawfully to enter into, and perform and comply with its obligations under, this Deed;
 - (b) ensure that those obligations are valid, legal, binding and enforceable;
 - (c) permit the creation of the Charge and ensure that (subject to all necessary registrations thereof being made and to Clause 14 (*Ranking*) of this Deed) the Charge is a valid, legal, binding and enforceable first fixed charge over the Secured Assets ranking in priority to the interests of any liquidator, administrator or creditor of the Chargor, and
 - (d) make this Deed admissible in evidence in the courts of England,have been taken, fulfilled and done;
- 5.1.15 the obligations of the Chargor under this Deed and (subject to all necessary registrations thereof being made) the Charge are and will (subject to Clause 14 (*Ranking*) of this Deed) be until fully discharged valid, legal, binding and enforceable and the Charge constitutes a first fixed charge over the Secured Assets ranking in priority to the interests of any liquidator, administrator or creditor of the Chargor and that security is valid and effective;
- 5.1.16 without limiting clause 5.1.15 above, its payment obligations under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;
- 5.1.17 Aspire Defence Services Limited has complied within the relevant timeframe with all notices it has received relating to all or any of the Original Shares, any Further Shares and any Shares comprised in any Derived Assets received by it pursuant to Part 21A of the Companies Act 2006;
- 5.1.18 no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of all or any of the Original Shares, any Further Shares and any Shares comprised in any Derived Assets; and

- 5.1.19 each of the above representations and warranties will be correct and complied with in all respects at all times during the continuance of the Charge as if repeated then by reference to the then existing circumstances.

5.2 General Undertakings

The Chargor shall:-

- 5.2.1 not create, attempt to create or permit to subsist any Security (other than the Charge or any charge under the Existing Security Agreement) on, over or with respect to any of the Secured Assets;
- 5.2.2 not sell, transfer, lend, assign, part with its interest in, dispose of, grant any option in respect of or otherwise deal with any of its Rights, title and interest in and to the Secured Assets, or agree to do any of the foregoing (otherwise than pursuant to this Deed or the Existing Security Agreement);
- 5.2.3 not, without the prior written consent of the Trustee, cause or permit any rights attaching to or conferred by all or any part of the Secured Assets to be varied or abrogated;
- 5.2.4 not, without the prior written consent of the Trustee, cause or permit any of the Original Shares, any Further Shares and any Shares comprised in any Derived Assets to be consolidated, sub-divided or converted or the other capital of Aspire Defence Services Limited to be re-organised, exchanged or repaid or any further shares in the capital of Aspire Defence Services Limited to be issued;
- 5.2.5 ensure that there are no moneys or liabilities outstanding in respect of any of the Secured Assets;
- 5.2.6 ensure that the Original Shares, any Further Shares and any Shares comprised in any Derived Assets are free from any restriction on transfer or rights of pre-emption;
- 5.2.7 take all action within its power to procure, maintain in effect and comply with all the terms and conditions of all approvals, authorisations, consents and registrations necessary or appropriate for anything provided for on its part in this Deed;
- 5.2.8 ensure that the Charge will at all times (subject to Clause 14 (*Ranking*) of this Deed) be a legally valid and binding first fixed charge over the Secured Assets ranking in priority to the interests of any liquidator, administrator or creditor of the Chargor;
- 5.2.9 without prejudice to Clause 5.2.6 (*General Undertakings*), punctually pay all calls, subscription moneys and other moneys payable on or in respect of any of the Secured Assets and indemnify and keep indemnified the Trustee and its nominees against any cost, liabilities or expenses which it or they may suffer or incur as a result of any failure by the Chargor to pay the same;
- 5.2.10 deliver to the Trustee a copy of every circular, notice, report, set of accounts or other document received by the Chargor in respect of or in connection with any of the Secured Assets forthwith upon receipt by the Chargor of such document;
- 5.2.11 promptly deliver to the Trustee all such information concerning the Secured Assets as the Trustee may request from time to time;
- 5.2.12 promptly notify the Trustee in writing of any action, claim or demand made by or against it in connection with all or any part of the Secured Assets or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with the Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Trustee's approval of such proposals, implement them at its own expense;

5.2.13 to the extent entitled to do so, procure that:

- (a) none of the shares held indirectly by it in Aspire Defence Holdings Limited, Aspire Defence Finance PLC or Aspire Defence Limited (the "Specified Subsidiaries") are sold, transferred or otherwise disposed of;
- (b) all or substantially all of the assets of the Specified Subsidiaries are not sold, transferred or otherwise disposed of; and
- (c) no Security is created over the material assets of the Specified Subsidiaries other than any Security existing as at the date of this Deed or any Security entered into pursuant to or in accordance with the terms of the Senior Finance Documents,

without the prior written consent of the Trustee (such consent not to be unreasonably withheld or delayed);

5.2.14 notify the Trustee of any additional Security entered into by any of Aspire Defence Holdings Limited, Aspire Defence Finance PLC or Aspire Defence Limited pursuant to the Senior Finance Documents;

5.2.15 not do or cause or permit to be done anything (save in the ordinary course of business) which has a material and adverse impact on the value to the Trustee of the security constituted or intended to be constituted by this Deed; and

5.2.16 not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to the Secured Assets as contemplated by the Companies Act 2006 or otherwise.

6. ENFORCEMENT OF SECURITY

6.1 Chargor's rights before enforcement

Until the Charge has become enforceable, the Chargor shall be entitled to:-

- 6.1.1 receive and retain free from the Charge any Dividends paid to it; and
- 6.1.2 exercise and control the exercise of all voting and other Rights relating to the Secured Assets provided that it shall not do so in any manner which would breach the provisions of this Deed.

6.2 When Charge shall become enforceable

The Charge shall be immediately enforceable upon and at any time after the occurrence of an Enforcement Event. At any time after the Security created by this Deed has become enforceable, the Trustee may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:-

- 6.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed;
- 6.2.2 to the extent that any Secured Asset constitutes "Financial Collateral" and this Deed constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Liabilities (including transferring the title in and to it to the Trustee insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Trustee shall determine in a commercially reasonable manner;
- 6.2.3 subject to Clause 6.5.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Secured Assets; and

- 6.2.4 in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Secured Assets.

provided that on or before any transfer of the Secured Assets, any transferee has acceded to the New CJV Ringfencing Agreement and the New SJV Ringfencing Agreement, in each case, as an Acceding Buyer (as defined therein) and any requisite consents of (i) the Authority pursuant to clause 57.1A of the Project Agreement and (ii) the Credit Providers (as defined in the New CJV Ringfencing Agreement) pursuant to clauses 3.1 and 3.5 of the New CJV Ringfencing Agreement, in each case, have been obtained.

6.3 **Section 101 LPA**

The powers conferred by section 101 of the LPA, as varied and extended by this Deed, shall be deemed to have arisen on the execution of this Deed.

6.4 **Section 93, 103 and 109(1) LPA**

Sections 93, 103 and 109(1) of the LPA shall not apply to this Deed.

6.5 **Receivers**

6.5.1 **Method of Appointment or removal**

Every appointment or removal of a Receiver, any Delegate or any other person by the Trustee under this Deed shall be in writing under the hand of any officer or manager of the Trustee (subject to any requirement for a court order in the case of the removal of an administrative receiver).

The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Trustee in respect of any part or parts of the Secured Assets.

6.5.2 **Removal**

The Trustee may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Secured Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Secured Assets) appoint a further or other Receiver or Receivers over all or any part of such Secured Assets.

6.5.3 **Powers**

Every Receiver shall have and be entitled to exercise all the powers:-

- (a) of the Trustee and Receiver under this Deed;
- (b) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Deed);
- (c) in relation to, and to the extent applicable to, the Secured Assets or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- (d) in relation to any Secured Assets, which he would have if he were its only beneficial owner; and
- (e) to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

6.5.4 **Receiver as agent**

The Receiver shall be the agent of the Chargor (and the Chargor shall be solely liable for the Receiver's acts, defaults, remuneration, losses and liabilities) unless and until the Chargor goes into liquidation, from which time the Receiver shall act as principal and shall not become the agent of the Trustee.

6.5.5 **Joint or several**

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

6.5.6 **Receiver's remuneration**

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Trustee and the maximum rate specified in section 109(6) of the LPA shall not apply and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Trustee.

7. **DEALINGS WITH SECURED ASSETS ON ENFORCEMENT**

7.1 **Rights of Trustee and the Receiver**

At any time after the Charge has become enforceable, the Trustee or any Receiver shall have the right, without any notice to, or consent of, the Chargor:-

7.1.1 **Possession**

to take possession of, collect and get in the Secured Assets, and in particular to take any steps necessary to vest all or any of the Secured Assets in the name of the Trustee, the Receiver or its nominee (including completing any transfers of any Shares comprised in the Secured Assets) and to receive and retain any Dividends;

7.1.2 **Sell**

to sell, exchange, convert into money or otherwise dispose of or realise the Secured Assets (whether by public offer or private contract) to any person and for such consideration (whether comprising cash, debentures or other obligations, Shares or other valuable consideration of any kind) and on such terms (whether payable or deliverable in a lump sum or by instalments) as it may think fit, and for this purpose to complete any transfers of the Secured Assets;

7.1.3 **Voting Rights**

for the purpose of preserving the value of the Charge, or realising the same, to exercise or direct the exercise of all voting and other Rights relating to the Secured Assets in such manner as it may think fit;

7.1.4 **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to the Secured Assets;

7.1.5 **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Secured Assets;

7.1.6 Borrow

to raise and borrow money either unsecured or (with the prior consent of the Trustee) on the security of any Secured Assets either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;

7.1.7 Valid Receipts

to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Secured Assets; and

7.1.8 Other Rights

to do all such other acts and things it may consider desirable, necessary or expedient for the realisation of the Secured Assets or incidental to the exercise of any of the Rights conferred on it under or in connection with this Deed or the LPA and to concur in the doing of anything which it has the Right to do and to do any such thing jointly with any other person,

provided that on or before any transfer of the Secured Assets, any transferee has acceded to the New CJV Ringfencing Agreement and the New SJV Ringfencing Agreement, in each case, as an Acceding Buyer (as defined therein) and any requisite consents of (i) the Authority pursuant to clause 57.1A of the Project Agreement and (ii) the Credit Providers (as defined in the New CJV Ringfencing Agreement) pursuant to clauses 3.1 and 3.5 of the New CJV Ringfencing Agreement, in each case, have been obtained.

7.2 Obligations of Chargor

After the Charge has become enforceable:-

7.2.1 all Dividends shall be paid to and retained by the Trustee (or the Receiver if one has been appointed), and any such moneys which may be received by the Chargor shall, pending such payment, be segregated from any other property of the Chargor and held in trust for the Trustee (or the Receiver if one has been appointed); and

7.2.2 the Chargor shall procure that all voting and other Rights relating to the Secured Assets are exercised in accordance with such instructions (if any) as may from time to time be given to the Chargor by the Trustee (or the Receiver if one has been appointed), and the Chargor shall deliver to the Trustee (or the Receiver if one has been appointed) such forms of proxy or other appropriate forms of authorisation to enable the Trustee (or the Receiver if one has been appointed) to exercise such voting and other Rights.

8. APPLICATION OF MONEYS

All moneys arising from the exercise of the powers of enforcement under this Deed shall (except as may be otherwise required by applicable law) be held and applied in the following order of priority:-

8.1 in satisfaction of all costs, charges and expenses properly incurred, and payments properly made, by the Trustee or by any Receiver (including, without limitation, legal expenses), all remuneration due to any Receiver and all outgoings paid by any Receiver; and

8.2 in or towards the payment or discharge of such of the Secured Liabilities in such order as the Trustee in its absolute discretion may from time to time determine.

9. GENERAL RIGHTS OF THE TRUSTEE AND RECEIVER**9.1 Redemption of Security**

The Trustee (or the Receiver if one has been appointed) may at any time redeem any Security over the Secured Assets having priority to the Charge or procure the transfer thereof to the Trustee and may settle the accounts of encumbrancers. Any accounts so settled shall be conclusive and binding

on the Chargor. The Chargor shall on demand pay to the Trustee (or the Receiver if one has been appointed) all principal moneys, interest, costs, charges, losses, liabilities and expenses of and incidental to any such redemption or transfer.

9.2 **Suspense Account**

The Trustee may, for as long as any of the Secured Liabilities have not been paid or discharged in full, at its sole discretion, place and retain on a suspense account, for as long as it considers fit, any moneys received, recovered or realised under or in connection with this Deed to the extent of such Secured Liabilities without any obligation on the part of the Trustee to apply the same in or towards the discharge of such Secured Liabilities.

9.3 **Delegation**

The Trustee (or the Receiver if one has been appointed) may delegate in any manner to any person any of the Rights which are for the time being exercisable by the Trustee (or the Receiver if one has been appointed) under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Trustee may think fit.

9.4 **Set-off by the Trustee**

In addition to any general lien, right to combine accounts, right to set-off or other right which it may at any time have the Trustee may at any time, without notice to the Chargor and without prejudice to any of the Trustee's other Rights, combine or consolidate all or any accounts which it then has in relation to the Chargor (in whatever name) and any Secured Liabilities owed by the Chargor to the Trustee and/or set off any Secured Liabilities which are due and unpaid against any obligation (whether or not matured) owed by the Trustee to the Chargor, regardless of the place of payment or booking branch, and for that purpose the Trustee may convert one currency into another at the rate of exchange determined by the Trustee in its absolute discretion to be prevailing at the date of set-off.

10. **LIABILITY OF TRUSTEE, DELEGATES AND NOMINEES**

10.1 **Possession**

If the Trustee or any Delegate shall take possession of the Secured Assets, it may at any time relinquish such possession.

10.2 **No Liability**

None of the Trustee, any Receiver or any of their respective officers, employees or delegates shall in any circumstances (whether by reason of taking possession of the Secured Assets or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever):-

- 10.2.1 be liable to account to the Chargor or any other person for anything except their own actual receipts; or
- 10.2.2 be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from any realisation of the Secured Assets or from any exercise or non-exercise of any Right conferred upon it in relation to the Secured Assets or from any act, default, omission or misconduct by them, their officers, employees or agents in relation to the Secured Assets except to the extent that they shall be caused by their own fraud, gross negligence or wilful misconduct or that of their officers or employees.

10.3 **Delegate's and Nominee's Liability**

All the provisions of Clause 10.2 (*No Liability*) shall apply, mutatis mutandis, in respect of the liability of any Delegate or nominee of the Trustee, any Receiver or any of their respective officers, employees or agents.

10.4 **Indemnity**

The Trustee (or the Receiver if one has been appointed) and every Delegate, attorney, manager, agent or other person appointed by the Trustee hereunder shall be entitled to be indemnified out of the Secured Assets in respect of all liabilities and expenses incurred by any of them in the execution or purported execution of any of its Rights and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Secured Assets, and the Trustee (or the Receiver if one has been appointed) and any such Delegate, attorney, manager, agent or other person appointed by the Trustee (or the Receiver if one has been appointed) hereunder may retain and pay all sums in respect of the same out of any money received.

11. **PROTECTION OF THIRD PARTIES**

No person dealing with the Trustee, any Receiver or any Delegate shall be concerned to enquire whether any event has happened upon which any of the Rights conferred under or in connection with this Deed or any relevant legislation are or may be exercisable, whether any consents, regulations, restrictions or directions relating to such Rights have been obtained or complied with or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such Rights or as to the application of any money borrowed or raised or other proceeds of enforcement. All the protections to purchasers contained in any relevant legislation for the time being in force shall apply to any person purchasing from or dealing with the Trustee, any Receiver or any Delegate.

12. **PRESERVATION OF SECURITY**

12.1 **Continuing Security**

The Charge shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.

12.2 **Other Security**

The Charge shall be in addition to and shall not be prejudiced by any other Security or any guarantee or indemnity or other document which the Trustee may at any time hold for the payment of the Secured Liabilities.

12.3 **Waiver of Defences**

Without prejudice to Clauses 12.1 (*Continuing Security*) and 12.2 (*Other Security*), neither the Charge nor the liability of the Chargor for the Secured Liabilities shall be prejudiced or affected by:-

- 12.3.1 any variation or amendment of, or waiver or release granted under or in connection with, any other Security or any guarantee or indemnity or other document; or
- 12.3.2 time being given, or any other indulgence or concession being granted, by the Trustee to the Chargor or any other person; or
- 12.3.3 the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Trustee or any other person of any other Security, or any guarantee or indemnity or other document; or
- 12.3.4 the Dissolution of the Chargor or any other person; or
- 12.3.5 any change in the constitution of the Chargor; or
- 12.3.6 any amalgamation, merger or reconstruction that may be effected by the Trustee with any other person or any sale or transfer of the whole or any part of the undertaking, property and assets of the Trustee to any other person; or
- 12.3.7 the existence of any claim, set-off or other right which the Chargor may have at any time against the Trustee or any other person; or

- 12.3.8 the making or absence of any demand for payment of any Secured Liability on the Chargor or any other person, whether by the Trustee or any other person; or
- 12.3.9 any arrangement or compromise entered into by the Trustee with the Chargor or any other person; or
- 12.3.10 any other thing done or omitted or neglected to be done by the Trustee or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the liability of the Chargor for the Secured Liabilities.

13. **AMENDMENT TO THE EXISTING SECURITY AGREEMENT**

13.1 Subject to clauses 13.2 and 13.3, the Existing Security Agreement shall be amended as follows:

13.1.1 In clause 1.1 of the Existing Security Agreement, the following definitions shall be inserted:

- "105% Funded"** means that the Scheme Actuary has calculated that the Scheme's assets are at least 105% of the Scheme's liabilities, calculated using the assumptions in the technical provisions basis set out in the Scheme's Statement of Funding Principles except that the pre- and post-retirement discount rate used for that calculation will be equal to gilts plus 50 basis points. For this purpose the assets will exclude the value of the legal charge over the Aspire contract.
- "Actuarial Valuation"** means a full actuarial valuation of the Scheme as certified by the Scheme Actuary
- "Funding Condition"** means that the Scheme Actuary has calculated that the Scheme has been 105% Funded at the most recent Actuarial Valuation or a subsequent Quarter Date in respect of the most recent Actuarial Variation and also at the two full Quarter Dates immediately following that Quarter Date.
- "Special Purpose Vehicle Investment"** means the limited partnership agreement dated 24 June 2016 between KBR General Partner Ltd, Kellogg Brown & Root Holdings Ltd and the Trustees.
- "Statement of Funding Principles"** means the latest statement of funding principles prepared and adopted in accordance with section 223 of the Pensions Act 2004; and

13.1.2 In clause 1.1 of the Existing Security Agreement, the definition of "Release Trigger Date" shall be deleted and replaced with the following:

- "Release Trigger Date"** means the date upon which the Funding Condition is met.

13.1.3 In clause 1.1 of the Existing Security Agreement, the following definitions shall be deleted:

- (a) "Adjusted EBITDA";
- (b) "EBITDA";
- (c) "Form 10-K";
- (d) "Form 10-Q";
- (e) "Net Income Attributable to KBR";
- (f) "Senior Secured Debt"; and

(g) "TTM Adjusted EBITDA".

13.1.4 Clause 5.3 of the Existing Security Agreement shall be deleted.

13.2 The amendments in clause 13.1 shall apply only to the extent that making such amendments will not (a) have any adverse impact on the effectiveness, validity or priority of the Security granted by the Existing Security Agreement; or (b) constitute a release of the obligations secured by (or impair the enforceability of) the Security and security interests and possessory rights created by or arising from the Existing Security Agreement.

13.3 If any such adverse impact were to occur or be deemed to have occurred then the purported amendments under clause 13.1 would be disregarded and the Existing Security Agreement would continue in its unamended form.

14. **RANKING**

Where this Deed purports to create Security, that Security will rank immediately after the equivalent Security created by the Existing Security Agreement until the Security created by the Existing Security Agreement is no longer in effect.

15. **RELEASE OF SECURED ASSETS**

15.1 **Release of Secured Assets**

If:-

15.1.1 the Release Trigger Date occurs; or

15.1.2 Security or a guarantee for the Secured Liabilities, in each case acceptable to the Trustee, has been provided in substitution for this Deed,

then, subject to Clause 15.2 (*Retention of Deed*), the Trustee shall at the request and cost of the Chargor execute such deeds and do all such acts and things as may be necessary to release the Secured Assets from the Charge.

15.2 **Retention of Deed**

If the Chargor requests the Trustee to release the Secured Assets from the Charge following any payment or discharge made or Security or guarantee given in relation to the Secured Liabilities by a person other than the Chargor (a "**Relevant Transaction**"), the Trustee shall be entitled to retain this Deed (and all stock and share certificates, transfers, documents of title and other documentary evidence of ownership in relation to the Secured Assets deposited with the Trustee pursuant to this Deed) and shall not be obliged to release the Secured Assets from the Charge until the expiry of the Retention Period in relation to that Relevant Transaction. If at any time before the expiry of that Retention Period the Dissolution of such other person shall have commenced, the Trustee may continue to retain this Deed (and all such stock and share certificates, transfers, documents of title and documentary evidence) and shall not be obliged to release the Secured Assets from the Charge for such further period as the Trustee may determine.

15.3 **Retention Period**

For the purpose of Clause 15.2 (*Retention of Deed*) "**Retention Period**" means, in relation to any Relevant Transaction, the period which commences on the date when that Relevant Transaction was made or given, and which ends on the date falling one month after the expiration of the maximum period within which that Relevant Transaction can be avoided, reduced or invalidated by virtue of any applicable law or for any other reason whatsoever.

16. **FUTURE PROPOSALS OR CHANGES TO THIS DEED**

If at any time prior to the termination of this Deed, the Trustee and the Chargor reasonably determine that its implementation of any of the terms of this Deed would not be consistent with any direction or

order issued by the Pensions Regulator as a result of the exercise of his its powers under the Funding Legislation, the relevant party shall:

- 16.1 notify the other Party of the steps it proposes to take and the reasons it proposes to take them; and
- 16.2 work together in good faith with the other Party for a period of up to 3 months (or such other period as the Trustee and the Chargor may agree) with a view to agreeing appropriate amendments to this Deed.

17. **POWER OF ATTORNEY**

17.1 **Appointment**

The Chargor hereby appoints, irrevocably and by way of security, (i) the Trustee (whether or not a Receiver has been appointed), (ii) any delegate of the Trustee, (iii) (as a separate appointment) each Receiver, and (iv) any person nominated in writing by the Trustee as attorney of the Chargor severally to be the attorney of the Chargor (with full powers of substitution and delegation), on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:-

- 17.1.1 to do anything which the Chargor is or may be obliged to do (but has not done) under this Deed including, but without limitation, to complete and execute any transfer of Shares; and
- 17.1.2 generally to exercise all or any of the Rights conferred on the Trustee in relation to the Secured Assets or under or in connection with this Deed or any relevant legislation.

17.2 **Ratification**

The Chargor covenants to ratify and confirm whatever any attorney shall do or purport to do in the lawful and proper exercise or purported exercise of the power of attorney in Clause 17.1 (*Appointment*).

18. **CURRENCY INDEMNITY**

18.1 **Currency Indemnity**

If, under any applicable law, whether pursuant to a judgment against the Chargor or the Dissolution of the Chargor or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied in a currency (the "**Other Currency**") other than the currency in which the relevant payment is expressed to be payable (the "**Required Currency**"), then, to the extent that the payment actually received by the Trustee (when converted into the Required Currency at the rate of exchange on the date of payment or, if it is not practicable for the Trustee to make the conversion on that date, at the rate of exchange as soon afterwards as it is practicable for the Trustee to do so or, in the case of a Dissolution, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such Dissolution) falls short of the amount expressed to be due or payable under or in connection with this Deed, the Chargor shall, as an original and independent obligation under this Deed, indemnify and hold the Trustee harmless against the amount of such shortfall.

18.2 **Rate of Exchange**

For the purpose of Clause 18.1 (*Currency Indemnity*) "**rate of exchange**" means the rate at which the Trustee is able on the relevant date to purchase the Required Currency with the Other Currency and shall take into account any commission, premium and other costs of exchange and taxes payable in connection with such purchase.

19. **CERTIFICATE TO BE CONCLUSIVE EVIDENCE**

For all purposes, including any Proceedings, a copy of a certificate signed by an officer of the Trustee as to the amount of any indebtedness comprised in the Secured Liabilities for the time being shall, in the absence of manifest error, be conclusive evidence against the Chargor as to the amount thereof.

20. COSTS AND EXPENSES

The Chargor shall indemnify the Trustee and any Receiver on demand against all costs, charges, losses, liabilities, expenses and other sums (including legal, accountants' and other professional fees) and any taxes thereon expended, paid, incurred or debited on account by the Trustee and any Receiver in relation to this Deed, and/or any other document referred to in this Deed, including, without prejudice to the generality of the foregoing:-

- 20.1 in connection with the negotiation, preparation, execution, stamping, filing, registration and perfection of this Deed;
- 20.2 in connection with the granting of any waiver or consent sought by the Chargor or in connection with any variation, amendment, extension or modification of, or supplement to, this Deed;
- 20.3 in enforcing, protecting, preserving or realising, or attempting to enforce, protect, preserve or realise, the Trustee's Rights under this Deed; and
- 20.4 in connection with or contemplation of any Proceedings or the recovery or attempted recovery of any Secured Liabilities.

21. STAMP DUTY

The Chargor shall pay promptly, and in any event before any penalty becomes payable, all stamp, documentary and similar taxes, if any, payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Deed or any other document referred to in this Deed, and shall indemnify the Trustee against any liability with respect to, or resulting from any delay in paying or omission to pay, any such tax.

22. COMMUNICATIONS

22.1 Communications to be in Writing

Any communication given or made under or in connection with the matters contemplated by this Deed shall be in writing.

22.2 Deemed Delivery

Any such communication shall be addressed as provided in Clause 22.3 (*Parties' Details*) and, if so addressed, shall be deemed to have been duly given or made as follows:-

22.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

22.2.2 if sent by first class post, two Business Days after the date of posting,

provided that if, in accordance with the above provisions, any such communication would otherwise be deemed to be given or made outside working hours, such communication shall be deemed to be given or made at the start of the next period of working hours.

22.3 Parties' Details

The relevant details of each party for the purposes of this Deed, subject to Clause 22.4 (*Change of Details*), are:-

Party	Addressee	Address
Chargor	Kellogg Brown & Root Limited	Hill Park Court, Springfield Drive, Leatherhead, Surrey, KT22 7NL
Trustee	Kellogg Brown & Root Trustees Limited	13 Queens Road, Aberdeen, AB15 4YL

22.4 **Change of Details**

Either party may notify the other party at any time of a change to its details for the purposes of Clause 22.3 (*Parties' details*) provided that such notification shall only be effective on:-

22.4.1 the date specified in the notification as the date on which the change is to take place; or

22.4.2 if no date is specified or the date specified is less than ten Business Days after the date on which notice is given, the date falling ten Business Days after notice of any such change has been given.

23. **RIGHTS AND WAIVERS**

23.1 **Delay**

No delay or omission on the part of the Trustee in exercising any Right provided by law or under this Deed shall impair such Right or operate as a waiver thereof or of any other Right.

23.2 **Single or Partial Exercise**

The single or partial exercise by the Trustee of any Right provided by law or under this Deed shall not preclude any other or further exercise thereof or the exercise of any other Right.

23.3 **Rights to be Cumulative**

The Rights provided in this Deed are cumulative with, and not exclusive of, any Rights provided by law.

24. **INVALIDITY**

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither:-

24.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; nor

24.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed,

shall be affected or impaired.

25. **ASSIGNMENTS AND TRANSFERS**

25.1 **Assignments by Trustee**

The Trustee may at any time, without the consent of the Chargor, assign or transfer the whole or, as the case may be, any part of the Trustee's rights under this Deed to any person to whom the whole or any part of any of the Trustee's rights under the Scheme shall be assigned or transferred provided that such transfer is in accordance with the Senior Finance Documents and the Project Agreement.

25.2 **Assignments by the Chargor**

The Chargor may not assign or transfer its rights and/or obligations pursuant to this Deed, in whole or in part, without the prior written consent of the Trustee, provided that the Trustee shall act reasonably and without delay in relation to any request from the Chargor to assign, transfer or novate this Deed to, or replace this Deed with equivalent Security from, a proposed transferee of the Secured Assets for the purposes of a reorganisation of KBR Inc.'s group.

26. **SECURITY CONSENT AND CONFIRMATION**

26.1 **Security and Guarantee Confirmations**

The Chargor confirms that, notwithstanding any amendments expressly being made pursuant to this Deed, any Security, guarantee or indemnity created or given by it under the Existing Security Agreement will:

- (a) continue in full force and effect; and
- (b) continue to secure to the liabilities and obligations of the Chargor referred to under the Existing Security Agreement.

26.2 **Consent to Security**

The Trustee hereby grants its consent under the Existing Security Agreement to the Chargor entering into this Deed.

27. **MISCELLANEOUS PROVISIONS**

27.1 **Contracts (Rights of Third Parties) Act 1999**

27.1.1 The Trustee, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

27.1.2 Notwithstanding any term of any other document, the parties to this Deed and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a party to this Deed.

27.2 **Counterparts**

This 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 Deed.

28. **GOVERNING LAW**

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

29. **ENFORCEMENT**

29.1 **Jurisdiction of English Courts**

29.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

29.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no such party will argue to the contrary.

EXECUTED AND DELIVERED AS A DEED by the Chargor and the Trustee on the date set out at the beginning of this Deed.

SCHEDULE**ORIGINAL SHARES**

Name of Company	Registered number	Shares	No. of Shares	Nominal Value per Share	Registered Holder
Aspire Defence Services Limited	04556471	Ordinary Shares	1,000	£1	Kellogg Brown & Root Limited

The Chargor

Executed as a Deed (but not delivered until the date of this Deed) by **MARK MEFFAN** as attorney for **KELLOGG BROWN & ROOT LIMITED** in the presence of

...Laura Bell.....
Full Name (Witness)

.....
.....
Address

DocuSigned by:
.....
2BCF188DCB1D45A
Signature of **MARK MEFFAN** as attorney for **KELLOGG BROWN & ROOT LIMITED**

DocuSigned by:
.....
12B74B4848240A2D
Signature of Witness

The Trustee

Executed as a Deed (but not delivered until the date of this Deed) by **KELLOGG BROWN & ROOT TRUSTEES LIMITED** acting by:-

...David Lyon.....
Full Name (Director)

DocuSigned by:
.....
7A8BF14144144C7
Signature of Director

...Dougal Monk.....
Full Name (Director)

DocuSigned by:
.....
974FCD07B54D43F
Signature of Director