



**Registration of a Charge**

Company Name: **MWH TREATMENT LIMITED**

Company Number: **01535477**



Received for filing in Electronic Format on the: **30/12/2021**

XAKGGCHS

**Details of Charge**

Date of creation: **24/12/2021**

Charge code: **0153 5477 0009**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**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 SIGNED BY THE PARTIES TO IT USING THEIR ELECTRONIC SIGNATURE.**

Certified by:

**DECHERT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1535477

Charge code: 0153 5477 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2021 and created by MWH TREATMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2021 .

Given at Companies House, Cardiff on 4th January 2022

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



**Companies House**



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

## **ACCESSION DEED**

**THIS ACCESSION DEED** is made on 24 December

2021

### **BETWEEN**

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

### **BACKGROUND**

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

IT IS AGREED:

## **1. DEFINITIONS AND INTERPRETATION**

### **(a) Definitions**

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

### **(b) Construction**

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

## **2. ACCESSION OF THE ACCEDING COMPANY**

### **(a) Accession**

Each Acceding Company:

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

**(b) Covenant to pay**

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

**(c) Charge and assignment**

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

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

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

**(d) Representations**

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

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (Details of Security Assets) except:
  - (A) in respect of those Charged Securities (if any) which are stated to be held by a nominee for an Original Chargor, in which case such Original Chargor is the beneficial owner only of such Charged Securities; and
  - (B) in respect of any recently acquired Charged Securities, such legal and beneficial ownership is subject to registration of those shares in the register of shareholders of the entity whose Charged Securities have been so acquired;
- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (Details of Security Assets) constitute the entire share capital owned by each Acceding Company in the relevant company; and
- (iii) part 1 of schedule 2 (Details of Security Assets) identifies all freehold and leasehold Real Property in England and Wales (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

**(e) Consent**

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

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and

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

### **3. CONSTRUCTION OF DEBENTURE**

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

### **4. THIRD PARTY RIGHTS**

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

### **5. NOTICE DETAILS**

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

### **6. COUNTERPARTS**

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

### **7. GOVERNING LAW**

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

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

EXECUTION PAGES TO THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the )  
first date specified on page 1, by: **CS2 Limited** )  
acting by: Alan Ryder )  
)

Director



Witness signature



Witness name:

Samantha Kane

Witness address:



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

Attention: Abigail Draper



Executed as a deed, but not delivered until the )  
first date specified on page 1, by: Leap )  
Environmental Limited acting by:  
Alan Ryder )

Director



Witness signature



Witness name:

Samantha Kane

Witness address:



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

Attention: Abigail Draper

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

Director

[Redacted Signature]

Witness signature

[Redacted Signature]

Witness name:

Samantha Kane

Witness address:

[Redacted Address]

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

**Attention: Abigail Draper**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by: MWH Farrer )  
Limited acting by: )  
Alan Ryder )

Director

[Redacted Signature]

Witness signature

[Redacted Signature]

Witness name:

Samantha Kane

Witness address:

[Redacted Address]

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

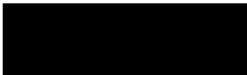
Attention: Abigail Draper

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

Director



Witness signature



Witness name:

Samantha Kane

Witness address:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Attention: Abigail Draper**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by: **MWH UK** )  
**Acquisitions Limited** acting by: )  
Alan Ryder )

Director

[Redacted Signature]

Witness signature

[Redacted Signature]

Witness name:

Samantha Kane

Witness address:

[Redacted Address]

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

**Attention: Abigail Draper**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by: Envireau Ltd )  
acting by: Alan Ryder )

Director

[Redacted Signature]

Witness signature

[Redacted Signature]

Witness name:

Samantha Kane

Witness address:

[Redacted Address]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Attention: Abigail Draper

THE PARENT

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

Director   
\_\_\_\_\_

Witness signature   
\_\_\_\_\_

Witness name: Samantha Kane  
\_\_\_\_\_

Witness address:   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR**  
**Attention: Abigail Draper**

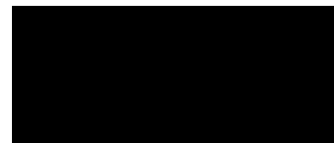
**THE SECURITY AGENT**

Signed by John Atherton for

and on behalf of **Ares Management**

**Limited:**

Signature \_\_\_\_\_



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

**Copy to: Ares Management Limited, 10 New Burlington Street, 6<sup>th</sup> Floor, London W1S 3BE**

**Attention: David Ribchester / Nishal Patel**



**SCHEDULE 1****The Acceding Companies**

<b>Company name</b>	<b>Registered number</b>	<b>Registered Office</b>
CS2 Limited	03888977	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Leap Environmental Limited	06552502	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
EIB Group Limited	11267170	Spring Lodge 172 Chester Road, Helsby, Frodsham, England, WA6 0AR
MWH Farrer Limited	05728436	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
MWH Treatment Limited	01535477	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
MWH UK Acquisitions Limited	11652932	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Envireau Ltd	06647619	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR

**SCHEDULE 2****Part 1 Real Property**

Registered land				
Acceding Company	Address	Administrative Area	Title number	
N/A	N/A	N/A	N/A	
Unregistered Land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
N/A	N/A	N/A	N/A	N/A

**Part 2 Charged Securities**

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
MWH Treatment Limited	MWH Farrer Limited	Ordinary	1	1
MWH UK Acquisitions Limited	MWH Treatment Limited	Ordinary	4,851,000	4,851,000

**Part 3 Charged Accounts**

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
CS2 Limited	54	NatWest	Liverpool City Office 22 Castle Street

			Liverpool Merseyside L2 0UP 60-13-19
CS2 Limited	██████22	Barclays Bank UK Plc	N'thampton Wellingborough Rd 67 Wellingborough Road Northampton Northamptonshire NN1 4EN 20-61-51
CS2 Limited	██████50	Barclays Bank UK Plc	N'thampton Wellingborough Rd 67 Wellingborough Road Northampton Northamptonshire NN1 4EN 20-61-51
CS2 Limited	██████20	Barclays Bank UK Plc	N'thampton Wellingborough Rd 67 Wellingborough Road Northampton Northamptonshire NN1 4EN 20-61-55
EiB Group Limited	██████75	NatWest	Liverpool City Office 22 Castle Street Liverpool Merseyside L2 0UP 60-13-19
Envireau Ltd	██████53	NatWest	Ashby-De-La-Zouch (A) Chatham Customer Service Centre Chatham, Waterside Court Chatham Maritime Chatham ME4 4RT 60-06-02
Envireau Ltd	██████59	NatWest	Ashby-De-La-Zouch (A) Chatham Customer Service Centre Chatham, Waterside Court Chatham Maritime Chatham ME4 4RT 60-06-02
Envireau Ltd	██████84	NatWest	Ashby-De-La-Zouch (A) Chatham Customer Service Centre Chatham, Waterside Court Chatham Maritime

			Chatham ME4 4RT  60-06-02
Envireau Ltd	██████14	NatWest	Ashby-De-La-Zouch (A) Chatham Customer Service Centre Chatham, Waterside Court Chatham Maritime Chatham ME4 4RT  60-06-02
Leap Environmental Limited	██████75	NatWest	Liverpool City Office 22 Castle Street Liverpool Merseyside L2 0UP  60-13-19
Leap Environmental Limited	██████80	HSBC UK Bank Plc	9 The Boulevard Crawley RH10 1UT  40-24-37
Leap Environmental Limited	██████62	HSBC UK Bank Plc	9 The Boulevard Crawley RH10 1UT  40-24-37
Leap Environmental Limited	██████96	HSBC UK Bank Plc	9 The Boulevard Crawley RH10 1UT  40-24-37
MWH Farrer Limited	██████13	HSBC UK Bank Plc	Manchester St Ann's 2-4 St Ann's Square Manchester M2 7HD  40-20-80
MWH Farrer Limited	██████32	NatWest	Liverpool City Office 22 Castle Street Liverpool Merseyside L2 0UP  60-13-19
MWH Treatment Limited	██████37	HSBC UK Bank Plc	Manchester St Ann's 2-4 St Ann's Square Manchester M2 7HD

			40-20-80
MWH Treatment Limited	53	NatWest	Liverpool City Office 22 Castle Street Liverpool Merseyside L2 0UP 60-13-19

#### Part 4 Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
N/A	N/A	N/A	N/A	N/A

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
N/A	N/A	N/A

#### Part 5 Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
N/A	N/A	N/A	N/A

#### Part 6 Insurances

Acceding Company	Insurer	Type of Insurance	Policy number
Leap Environmental Limited	QBE	Motor Vehicles	Y139028FLT0121A

Leap Environmental Limited	Allianz Insurance Plc	Hired in Plant	27/CS/29/22487/03
MWH Treatment Limited	Allianz Insurance Plc	Engineering Inspection	61/NZ/24533493/11
CS2 Limited	Alliance Insurance Plc	Office & Surgeries Package	26/SZ/26043279/08
CS2 Limited	Zurich	Office & Surgeries Package - Excess	PC011955