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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

21222678
For official use

Company number

[8][][][][][]

02136404

Name of company

* WSP Group PLC (the "**Chargor**")

Date of creation of the charge

6th May 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A security agreement dated 6th May 2008 between the Chargor, WSP UK Limited, WSP Management Services Limited, CEL International Limited, WSP Environmental Limited, WSP Remediation Limited and the Security Agent (as defined below) as agent and trustee for the Finance Parties (the "**Deed**")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document except, in each case, for any obligation which, if it were so included, would result in this Deed contravening Section 151 of the Companies Act 1985 (the "**Secured Liabilities**").

Names and addresses of the mortgagees or persons entitled to the charge

HSBC Bank PLC (the "**Security Agent**"), Level 24, 8 Canada Square, London, as agent and trustee for the Finance Parties (as defined below)

Postcode E14 5HQ

Presentor's name address and
reference (if any)

Allen & Overy LLP
40 Bank Street
Canary Wharf
London E14 5DU

SCR/AAOM/BK 13726-02301

Time critical reference

For official Use (06/2005)
Mortgage Section

| Post room

WEDNESDAY



LN0GPZP1

LD5

14/05/2008

9

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Continuation Sheet.

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Alta P. Overy LLP

Date

14/5/08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

WSP GROUP PLC (CO. NUMBER: 02136404)

FORM 395 CONTINUATION SHEET

SECURITY AGREEMENT DATED 6 MAY 2008

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
 - (i) the Chargor must notify the Security Agent promptly,
 - (ii) this security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
 - (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed
- (c) The Security Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Land

- (a) The Chargor charges
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it
- (b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.3 Investments

(a) The Chargor charges

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by it jointly with any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

(b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes

- (i) any dividend or interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed) it has with any person and the debt represented by it

1.6 Book debts etc.

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

1.7 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

1.8 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause, this includes the Relevant Contracts,

- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

1.9 Intellectual property

The Chargor charges by way of a first fixed charge all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right, or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and
- (e) its uncalled capital

1.11 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding, or
 - (ii) the Security Agent, acting reasonably, considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

- (d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer, license, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement

3. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by the Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient

In this Form 395

Accession Agreement means a letter, substantially in the form of schedule 8 of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

Additional Borrower means a member of the Group which becomes a Borrower under an Ancillary Facility after the date of the Credit Agreement

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement

Administrative Party means an Arranger, the Facility Agent or the Security Agent

Affiliate means a Subsidiary or a Subsidiary of a person or any other Subsidiary of that Holding Company

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 of the Credit Agreement

Ancillary Lender means any Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 of the Credit Agreement

Arranger means HSBC Bank PLC and Barclays Capital (the investment banking division of Barclays Bank PLC)

Borrower means the Chargor or, in respect of an Ancillary Facility, an Additional Borrower

CEL International Limited means CEL International Limited, a company registered and incorporated in England and Wales with registered number 03877626

Chas. H. Sells, Inc. means Chas H Sells, Inc a company registered and incorporated in New York, United States, with registered number 13-1730785

Credit Agreement means the £150,000,000 syndicated loan facility dated 6 May 2008 between, among others, the Chargor, the Arrangers, the Facility Agent and the Security Agent

English Obligor means an Obligor incorporated in England and Wales

Event of Default means an event specified as such in the Credit Agreement

Facility Agent means HSBC Bank PLC

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Chargor setting out the amount of certain fees referred to in the Credit Agreement including the letter of mandate signed on or about the date of the Credit Agreement between the Chargor and the Arrangers

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) a Fee Letter,
- (d) a Transfer Certificate,
- (e) an Accession Agreement,
- (f) an Ancillary Document,
- (g) any Hedging Documents,
- (h) a Resignation Request, or
- (i) any other document designated as such by the Facility Agent or the Security Agent and the Chargor

Finance Party means a Lender, an Administrative Party or a Hedging Lender

Flack + Kurtz, Inc. means Flack + Kurtz, Inc , a company registered and incorporated in New York, United States, with registered number 52-2250060

Guarantor means the Chargor, any Additional Borrower, an Original Guarantor or an Additional Guarantor

Group means the Chargor and the Subsidiaries

Hedging Documents means any arrangements relating to interest rate or currency hedging effected by the Group

Hedging Lender means a Lender

Holding Company of any other person, means a person in respect of which that other person is a Subsidiary

Intercompany Loans means the agreed form of subordinated intercompany loan to be used in respect of intra-Group lending

Lender means the Revolving Credit Lenders and the Ancillary Lenders

Lincolne Scott Pty. Ltd. means Lincolne Scott Pty Ltd a company registered and incorporated in Australia, with registered number ACN009836195

Obligor means a Borrower or a Guarantor

Original Guarantor means in this capacity the Subsidiaries

Original Revolving Credit Lenders means HSBC Bank PLC, Barclays Bank PLC, Swedbank AB (PUBL) and Bank of America N A

Receiver means an administrative receiver, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in each case, appointed under the Deed

Relevant Contracts means the Intercompany Loans

Resignation Request means a letter, in the form of schedule 10 of the Credit Agreement with such amendments as the Facility Agent and Chargor may agree

Revolving Credit Lender means

- (a) the Original Revolving Credit Lenders, or
- (b) any person which becomes a Revolving Credit Lender after the date of the Credit Agreement

Security Agreement means

- (a) an English law debenture over all of the assets of each English Obligor in the agreed form with such amendments as the Security Agent may approve or reasonably require, and
- (b) a share pledge over the shares of each English Obligor (other than the Chargor)

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Security Document means

- (a) each Security Agreement, and
- (b) any document evidencing or creating security over any asset of an Obligor or other Group member to secure any obligation of any Obligor to a Finance Party under the Finance Documents

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

SEi Engineering Inc. means SEi Engineering Inc, a company registered and incorporated in Delaware, United States, with registered number 26-1202349

Subsidiaries means

- i) WSP UK Limited,
- ii) WSP Management Services Limited,
- iii) CEL International Limited,
- iv) WSP Environmental Limited,
- v) WSP Remediation Limited,
- vi) WSP USA, Inc ,
- vii) Flack + Kurtz, Inc ,
- viii) The Cantor Seinuk Group, Inc ,
- ix) SEi Engineering Inc ,
- x) Chas H Sells, Inc ,
- xi) WSP New York, Inc ,
- xii) WSP Environment & Energy, LLC,
- xiii) WSP Europe AB,
- xiv) WSP Sverige AB ,
- xv) WSP Middle East Limited,
- xvi) WSP Environmental Pty Ltd, and
- xvii) Lincoln Scott Pty Ltd

Subsidiary means

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

The Cantor Seinuk Group, Inc. means The Cantor Seinuk Group Inc, a company registered and incorporated in New York, United States, with registered number 13-4123804

Transfer Certificate means a certificate, substantially in the form of schedule 5 or schedule 6, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Chargor

WSP Environmental Limited means a WSP Environmental Limited, company registered and incorporated in England and Wales with registered number 01152332

WSP Environment & Energy, LLC means WSP Environment & Energy, LLC, a company registered and incorporated in Virginia, United States, with registered number 20-5436219

WSP Environmental Pty. Ltd means WSP Environmental Pty Ltd a company registered and incorporated in Australia, with registered number ACN119251179

WSP Europe AB means WSP Europe AB a company registered and incorporated in Sweden, with registered number 556607-7664

WSP Management Services Limited means WSP Management Services Limited a company registered and incorporated in England and Wales with registered number 02454665

WSP Middle East Limited means WSP Middle East Limited, a company registered and incorporated in Jersey with registered number 65524

WSP New York, Inc. means WSP New York, Inc, a company registered and incorporated in Ne Jersey, United States, with registered number 13-5572156

WSP Remediation Limited means WSP Remediation Limited a company registered and incorporated in England and Wales with registered number 02623378

WSP Sverige AB. means WSP Sverige AB a company registered and incorporated in Sweden, with registered number 556057-4880

WSP UK Limited means WSP UK Limited a company registered and incorporated in England and Wales with registered number 01383511

WSP USA, Inc. means WSP USA Inc, a company registered and incorporated in Delaware, United States, with registered number 51-0400827



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2136404
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 6
MAY 2008 AND CREATED BY WSP GROUP PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 14 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES