

MR05

Statement that part or the whole of the property charged
(a) has been released from the charge (b) no longer
forms part of the company's property or undertaking



You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ **What this form is NOT for**
You may not use this form to
register this statement if you are a
LLP Use form LL MR05

TUESDAY



A07

A4YXGBHU

19/01/2016

#199

COMPANIES HOUSE

1 Company details

Company number 0 4 7 1 7 1 4 7

Company name in full Parabis Management Limited (in administration)
(the "Charging Company")

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 1 2 0 9 2 0 1 2

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number*

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Continuation page

Please use a continuation page if
you need to enter more details

Instrument description Deed of accession and charge dated 12 September 2012 made
between the Charging Company and others (1) in favour of Lloyds
TSB Bank plc (in its capacity as Security Agent for the Beneficiaries
(as defined in the Continuation Pages to Section A4 of this Form
MR05) (2)) (the "Deed of Accession and Charge") to a Debenture
(as defined in the Continuation Pages to Section A4 of this Form
MR05)

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Short particulars of the property or undertaking charged

Continuation page
Please use a continuation page if
you need to enter more details

In this Section A4, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MR05 to the Deed of Accession and Charge or to any other document (including any Finance Document) include reference to the Deed of Accession and Charge, or to such other document, as varied in any manner from time to time.

The Continuation Pages to this Section A4 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Deed of Accession and Charge and which must be read as part of those charges

The Charging Company agreed to be bound by all the terms of the Debenture and perform all obligations of a Chargor under, and in accordance with, the Debenture with effect from the Accession Date as if it had been an original party to the Debenture as a Chargor
PLEASE ALSO SEE ATTACHED CONTINUATION SHEETS

Charges created on or after 06/04/2013**Charge code**

1 Charge code
This is the unique reference code allocated by the registrar

Charge code ⓘ

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MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☒ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C2**

or

All of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C3**

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets or property

1 the Business Intellectual Property Rights (as defined below)

"Business Intellectual Property Rights" means

(a) in relation to the Business only, all Intellectual Property Rights owned by the Argent Assignors and used by the Argent Assignors exclusively in connection with the Business,

(b) the Business Names,

(c) the Website Rights,

(d) the WARP Rights,

(e) the Systems Rights, and

(f) the STEP Rights,

but excluding the Excluded Intellectual Property Rights (as defined in the Business Agreement)

In this Section C2, references to Clauses and Schedules are references to Clauses and Schedules of the deed of assignment of intellectual property between the Argent Sellers, Parabis Management Limited and the Assignee (as defined therein)

PLEASE ALSO SEE ATTACHED CONTINUATION SHEETS

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

Please use a continuation page if you need to enter more details

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

C3

Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement
Name	Hogan Lovells International LLP
	Please give the address of the person delivering this statement
Building name/number	Atlantic House
Street	Holborn Viaduct
Post town	London
County/Region	
Postcode	E C 1 A 2 F G
	Please give the person's interest in the charge (e.g. chargor/chargee etc)
Person's interest in the charge	Solicitor for Lloyds Bank plc (as Security Agent on behalf of the Beneficiaries) as chargee

C4

Signature

	Please sign the form here
Signature	Signature X Hogan Lovells International LLP X

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name F1DAG/REYNOLDC10143L 006606

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register

Part A Charges created before 06/04/2013

- ☒ You have given the charge date
☒ You have given the charge number (if appropriate)
☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☒ You have ticked the appropriate boxes in Section C1
☒ You have given a description of assets or property released from the charge (if appropriate)
☒ You have given the details of the person delivering this statement in Section C3
☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 1

The Deed of Accession and Charge creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows

Particulars of property mortgaged or charged

- 1 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent by way of security
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
 - (b) all of its rights, title and interest from time to time in respect of the Structural Intra-Group Loans to which it is a party, and
 - (c) all of its LLP Interests from time to time and all Derivative Rights relating to each such interest

To the extent that the Charging Company did not pursuant to the operation of Clause 3(c) (*Assignments*) of the Deed of Accession and Charge effect an assignment over its LLP Interests and related Derivative Rights, it agreed instead to be deemed to have effected in favour of the Security Agent a charge with full title guarantee over or in respect of those interests and those rights as security for the payment or discharge of all Secured Sums

- 2 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent by way of fixed charge
 - (a) all Material Land which is at the Accession Date, or in the future becomes, its property (except for any Floating Charge Leasehold Property),
 - (b) with effect from the relevant Lessor Consent Date, each leasehold property which has by virtue of obtaining the relevant lessor's consent pursuant to paragraph (a) of Clause 3.7 (*Lessor's consent*) of the Principal Deed ceased to be a Floating Charge Leasehold Property,
 - (c) all interests and rights in or relating to Land (except for any Floating Charge Leasehold Property) or the proceeds of sale of Land at the Accession Date or in the future belonging to it,

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Statement that part or the whole of the property charged (a) has been released
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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p style="text-align: right;">Continuation page 2</p> <ul style="list-style-type: none"> (d) all plant and machinery at the Accession Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4 of the Deed of Accession and Charge (as described in this paragraph 2), (e) all rental and other income and all debts and claims at the Accession Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Material Land, (f) all Specified Investments which are at the Accession Date its property, including all proceeds of sale derived from them (except for any Excluded Investments), (g) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them (except for any Excluded Investments), (h) all Derivative Rights of a capital nature at the Accession Date or in the future accruing or offered in respect of its Specified Investments (except for any Excluded Investments), (i) all Derivative Rights of an income nature at the Accession Date or in the future accruing or offered at any time in respect of its Specified Investments (except for any Excluded Investments), (j) all insurance or assurance contracts or policies at the Accession Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Deed of Accession and Charge, (k) all its goodwill and uncalled capital for the time being, (l) all Specified Intellectual Property belonging to it,

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 3

- (m) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property),
- (n) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property),
- (o) the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property (except for any Floating Charge Intellectual Property) in any part of the world,
- (p) all its rights at the Accession Date or in the future in relation to trade secrets, confidential information and knowhow (except for any Floating Charge Intellectual Property) in any part of the world,
- (q) with effect from the relevant Intellectual Property Consent Date, all Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 38 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property,
- (r) with effect from the relevant Intellectual Property Consent Date, the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 38 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property,
- (s) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (l) to (r) inclusive of Clause 4 of the Deed of Accession and Charge,

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Statement that part or the whole of the property charged (a) has been released
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A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	
	<p style="text-align: right;">Continuation page 4</p> <ul style="list-style-type: none"> (t) all trade debts at the Accession Date or in the future owing to it, (u) all debts at the Accession Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group, (v) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (<i>Assignments</i>) of the Deed of Accession and Charge, (w) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account (once established), (x) any beneficial interest, claim or entitlement it has to any pension fund at the Accession Date or in the future, (y) all rights, money or property accruing or payable to it at the Accession Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Deed of Accession and Charge, (z) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, (aa) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them, and (bb) all of its LLP Interests from time to time and all Derivative Rights relating to each such interest except to the extent that such items are effectively assigned under Clause 3 (<i>Assignments</i>) of the Deed of Accession and Charge 	

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Statement that part or the whole of the property charged (a) has been released
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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 5

- 3 The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge, all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) of the Deed of Accession and Charge or charged by any fixed charge contained in Clause 4 (*Fixed security*) of the Deed of Accession and Charge, including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed but in each case so that the Charging Company shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Floating Charge Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

Covenants and restrictions contained in the Debenture

- 1 By acceding to Clause 6.1 (*Collection Account*), the Charging Company agreed, following the occurrence of an Event of Default which is continuing and if so requested by the Security Agent (except where moneys are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document), to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.

- 2 By acceding to Clause 6.4 (*No derogation*) of the Principal Deed, the Charging Company agreed, while an Event of Default is continuing, not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	
	Continuation page 6	
	<p>3 By acceding to Clause 7 (<i>Negative pledge and other restrictions</i>) of the Principal Deed, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security)</p> <p>(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or</p> <p>(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so</p> <p>4 By acceding to Clause 11 2 (<i>Negative covenants</i>) of the Principal Deed, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (except to the extent permitted under any Finance Document)</p> <p>(a) enter into any onerous or restrictive obligation affecting its Material Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to affect adversely its value or the value of the Security constituted by the Principal Deed over it</p> <p>(b) exercise any power of leasing in relation to its Material Land, or accept surrenders of leases of any of its Material Land or agree to do so,</p> <p>(c) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Material Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Principal Deed,</p> <p>(d) make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Material Land,</p> <p>(e) part with possession of its Material Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents, or</p>	

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 7

- (f) share the occupation of any Material Land with any other person or agree to do so
- 5 By acceding to Clause 12.2 (*Negative covenants*) of the Principal Deed, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents)
- (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights relating to any Material Intellectual Property, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights relating to any Material Intellectual Property,
- (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights relating to any Material Intellectual Property on the occurrence or non-occurrence of any future event or circumstance whatever,
- (c) amend the specification of any registered trade mark included in its Intellectual Property Rights relating to any Material Intellectual Property or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or
- (d) amend the specification or drawings referred to in any granted patent
- 6 By acceding to Clause 13.4 (*Negative covenant*) of the Principal Deed, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (unless permitted under the Finance Documents), consent to its Specified Investments or LLP Interests being consolidated, sub-divided or converted or any rights attached to them being varied

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Statement that part or the whole of the property charged (a) has been released
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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 8

Definitions

In this Section A4 the following expressions have the following meanings respectively set out below

"Accession Date" means 12 September 2012,

"Account Bank" means any Lender with which any Collection Account is maintained as specified in a notice substantially in a form set out at Schedule 4 (*Collection of Receivables*) of the Principal Deed,

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facilities Agreement,

"Agent" means Lloyds TSB Bank plc,

"Ancillary Lender" has the meaning given to that term in the Facilities Agreement,

"Arranger" means Ares Capital Europe Limited, Lloyds TSB Bank plc, Santander UK plc and The Royal Bank of Scotland plc, whether acting individually or together,

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them,

"Auditors" has the meaning given to that term in the Facilities Agreement,

"Beneficiary" means each Finance Party and each Hedge Counterparty,

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facilities Agreement,

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 9

"Chargor" means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

Name of Chargor	Registered Number
Trilliam Midco Limited	07826292
Trilliam Bidco Limited	07826391
Name of Chargor	Registered Number
Argent Liability Adjusters Limited	04720443
Argent Re Limited	07542632
Argent Rehabilitation Limited	05679151
Argent Risk Management Solutions Limited	05336990
Parabis Holdings Limited	06829577
Parabis Law LLP	OC315763
Parabis Limited	04411786
Parabis Management Limited	04717147
Parabis Resourcing Limited	06167936
TurnStone Audit & Inspections Limited	04197819
TurnStone Group Holdings Limited	04395759
Woodfield Legal Services Limited	07235363
Woodstock Targetco Limited	07786269

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p style="text-align: right;">Continuation page 10</p> <p>"Closing Date" means 11 September 2012,</p> <p>"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables (as specified in a notice substantially in a form set out at Schedule 4 (<i>Collection of Receivables</i>) of the Principal Deed) pursuant to Clause 6 1 (<i>Collection Account</i>) of the Principal Deed,</p> <p>"Company" means Trilliam Bidco Limited a limited liability company incorporated in England and Wales with registered number 07826391,</p> <p>"Control" means</p> <p>(a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to</p> <ul style="list-style-type: none"> (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the Parent, or (ii) appoint or remove the majority, of the directors or other equivalent officers of the Parent, or (iii) give directions with respect to the operating and financial policies of the Parent with which the directors or other equivalent officers of the Parent, and <p>(b) the holding beneficially of more than 50% of the issued share capital of Topco (excluding (i) any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital and (ii) any A ordinary shares held by management of the Group or any employee benefit trust) or 35 % to the extent that such holding has reduced below 50 1% as a result of any investment of equity or structurally subordinated debt for the purpose of funding a Permitted Equity Injection made by third party investors for the purpose of funding Permitted Acquisitions referred to in paragraph (f) or (g) of that definition and provided that such Permitted Equity Injection is not made before or at the same time as the Sponsor has funded a Permitted Equity Injection of not less than £12,500,000 for Permitted Acquisitions, and</p> <p>(c) the holding of beneficially of more than 50% of the aggregate principal amount of the Investor Loan Notes,</p>

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Short particulars

Continuation page 11

"Debenture" means the Debenture dated 21 December 2011 and made between Trilliam Midco Limited and certain of its Subsidiaries as Chargors (1) and the Security Agent (2),

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments or LLP Interest by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (a) dividends, distributions, interest and other income paid or payable in relation to any Investments or LLP Interest,
- (b) stock, shares and securities offered in addition to or in substitution for any Investments, and
- (c) to the extent not already provided for in paragraphs (a) and (b) of this definition, all other moneys, income, proceeds and all other rights and benefits of an income nature accruing or arising at any time in respect of any LLP Interest including without limitation any accretions, offers, options, rights, bonuses, benefits or advantages under an LLP Deed or otherwise,

"Excluded Investments" means any interests or Investments in respect of a Joint Venture which are owned by the Charging Company,

"Event of Default" has the meaning given to that term in the Facilities Agreement,

"Facilities Agreement" means the facilities agreement dated 21 December 2011 between, Trilliam Midco Limited (as the Parent), the Companies listed therein as Original Borrowers, the Companies listed therein as Original Guarantors, Ares Capital Europe Limited, Lloyds TSB Bank plc, Santander UK plc and The Royal Bank of Scotland plc (whether acting individually or together) as Arrangers, Ares Capital Europe (Luxembourg) S à r l, Lloyds TSB Bank plc, Santander UK plc and The Royal Bank of Scotland plc (whether acting individually or together) as Original Lenders, the Original Hedge Counterparties (as defined therein) and Lloyds TSB Bank plc as Agent and Security Agent,

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p style="text-align: right;">Continuation page 12</p> <p>"Finance Document" means this Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Report Recoveries Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Acquisition Flip Facility Request, any Acquisition Accordion Facility Commitment Request, any Acquisition Accordion Facility Acceptance Notice and any other document designated as a "Finance Document" by the Agent and the Parent (each as defined in the Facilities Agreement, unless otherwise defined in this Schedule),</p> <p>"Finance Party" means the Agent, the Security Agent, the Arranger, the Lenders and any Ancillary Lender,</p> <p>"Fixed Security Assets" means an Asset for the time being comprised within an assignment created by Clause 3 (<i>Assignments</i>) of the Deed of Accession and Charge or within a mortgage or fixed charge created by Clause 4 (<i>Fixed security</i>) of the Deed of Accession and Charge or arising on crystallisation of a floating charge whether under Clause 4 (<i>Crystallisation</i>) of the Principal Deed or otherwise,</p> <p>"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (<i>Creation of floating charge</i>) of the Principal Deed,</p> <p>"Floating Charge Intellectual Property" means</p> <ul style="list-style-type: none"> (a) any Intellectual Property owned by the Charging Company, and (b) the benefit of any agreements and licences now or in the future entered into or enjoyed by the Charging Company relating to the use or exploitation of any Intellectual Property in any part of the world, <p>in each case, which the Charging Company is prohibited or restricted from charging or for which third party consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3 8 (<i>Intellectual Property consent</i>) of the Principal Deed,</p> <p>"Floating Charge Leasehold Property" means any leasehold property owned by the Charging Company which the Charging Company is prohibited or restricted under the terms of the lease from charging or for which landlord consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3 7 (<i>Lessor's consent</i>) of the Principal Deed,</p>

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 13

"Group" means the Parent and each of its Subsidiaries for the time being (and including the Target Group on and after the Closing Date),

"Group Company" means any member of the Group,

"Guarantor" has the meaning given to that term in the Facilities Agreement,

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement,

"Hedging Letter" has the meaning given to that term in the Facilities Agreement,

"Hedging Agreement" means any master agreement (based on either the 1992 or 2002 edition of the standard form agreement published by the International Swap and Derivatives Association, Inc), including the schedule thereto and any confirmation forming part of and supplementing such master agreement, in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facilities which, at the time that that master agreement, confirmation or schedule (as the case may be) is entered into, the Hedging Letter contemplates to be hedged,

"Holdco" means Trilliam Intermediate Limited, a limited liability company incorporated in England and Wales with registered number 07883535,

"Holding Account" means an account

- (a) held in England by a Borrower with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

"Insurance Policies" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p style="text-align: right;">Continuation page 14</p> <p>"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,</p> <p>"Intellectual Property Consent Date" means in relation to any Floating Charge Intellectual Property, the date on which the Charging Company obtains consent from the relevant third party in accordance with paragraph (a) of Clause 3 8 (<i>Intellectual Property consent</i>) of the Principal Deed to the creation of a fixed charge under paragraph (q) or (r) of Clause 4 (<i>Fixed security</i>) of the Deed of Accession and Charge (as applicable),</p> <p>"Intellectual Property Rights" in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (l) to (r) inclusive of Clause 4 (<i>Fixed security</i>) of the Deed of Accession and Charge,</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 21 December 2011 and made between, among others, the Parent, the Company, the Debtors (as defined therein), Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as senior agent, the Lenders (as Senior Lenders), the Arrangers (as Senior Arrangers) the Ancillary Lenders (as Senior Lenders), the Hedge Counterparties, Holdco (as the Investor) and the Intra-Group Lenders (as defined therein) (each term as defined therein unless otherwise defined in this Schedule),</p> <p>"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,</p> <p>"Investor Loan Notes" has the meaning given to that term in the Facilities Agreement,</p> <p>"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity,</p>

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 15

"Land" means freehold and leasehold and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 22 (*Increase*) of the Facilities Agreement or Clause 27 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of this Agreement,

"Lessor Consent Date" means in relation to a Floating Charge Leasehold Property, the date on which the Charging Company obtains consent in accordance with paragraph (a) of Clause 37 (*Lessor's consent*) of the Principal Deed from the relevant lessor to the creation of a fixed charge under paragraph (b) of Clause 4 (*Fixed security*) of the Deed of Accession and Charge,

"LLP Deed" means, in respect of each LLP Group Member, its membership deed or agreement adopted pursuant to a resolution of its members, as in existence on or after the Closing Date (as the same may be amended or replaced from time to time),

"LLP Group Member" means each member of the Group that is a limited liability partnership incorporated in England and Wales under the Limited Liability Partnership Act 2000 and related regulations,

"LLP Interest" means, in respect of the Charging Company, all of its present and future right, title and interest (whether contractual, proprietary or of any other kind) as a member of or partner in

- (a) any LLP Group Member, and
- (b) the LLP Deed relating to each such LLP Group Member

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 16

"Mandatory Prepayment Account" means an interest-bearing account

- (a) held in England by a Borrower with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and the Security Agent, and
- (d) from which no withdrawals may be made by any Group Companies except as contemplated by the Facilities Agreement,

"Material Company" has the meaning given to that term in the Facilities Agreement,

"Material Intellectual Property" means any Intellectual Property owned by the Charging Company which is material in the context of the business of the Chargors (taken as a whole) and which is required by it in order to carry on its business as it is being conducted,

"Material Land" means any Land which is either a freehold property with a value of over £500,000 or a leasehold property with an unexpired term of more than 25 years which is not on rack-rent terms,

"Obligor" means the Parent, a Borrower or a Guarantor,

"Original Borrower" means the Company,

"Original Lender" has the meaning given to that term in the Facilities Agreement,

"Parent" means Trillium Midco Limited a limited liability company incorporated under the laws of England and Wales with registered number 07826292,

"Party" means a party to the Facilities Agreement,

"Permitted Acquisitions" has the meaning given to that term in the Facilities Agreement,

"Permitted Equity Injection" has the meaning given to that term in the Facilities Agreement,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p style="text-align: right;">Continuation page 17</p> <p>"Principal Deed" means the Debenture,</p> <p>"Receivables" in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 4 (<i>Fixed security</i>) of the Deed of Accession and Charge,</p> <p>"Secured Sums" means 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 Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with</p> <ul style="list-style-type: none"> (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents, <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Specified Intellectual Property" means</p> <p style="padding-left: 40px;">Trade Mark 2592152</p> <p style="padding-left: 40px;">Mark Text PARABIS</p> <p style="padding-left: 40px;">Registered 30 March 2012</p> <p style="padding-left: 40px;">Proprietor Parabis Law LLP,</p> <p>"Specified Investments" means, in relation to the Charging Company, all Investments which at any time</p> <ul style="list-style-type: none"> (a) represent a holding in <ul style="list-style-type: none"> (i) a Material Company, (ii) a Subsidiary of an Obligor to the extent that the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA), assets or turnover of that Subsidiary equates to greater than three per cent of the EBITDA, assets or turnover of the Group (but excluding over the shares in any Joint Venture), and

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 18

- (iii) an entity in respect of which the Security Agent is entitled to take security pursuant to Clause 7 (*Shares*) of schedule 12 of the Facilities Agreement,

in each case whether held by the Charging Company or any nominee on its behalf,

- (b) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

"Sponsor" has the meaning given to that term in the Facilities Agreement,

"Subsidiary" means an entity of which a person

- (a) has direct or indirect Control, or
- (b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or
- (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares,

"Structural Intra-Group Loans" means a loan by the Parent to the Company, and loans made by one Group Company to another Group Company as specified in the Structure Memorandum,

"Structure Memorandum" has the meaning given to that term in the Facilities Agreement,

"Target" means Woodstock Targetco Limited, a company incorporated under the laws of England and Wales with registered number 07786269,

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation page 19

"Target Group" means the Target and its Subsidiaries,

"Term Facilities" has the meaning given to that term in the Facilities Agreement,

"Topco" means Trilliam Holdco Limited, a limited liability company incorporated in England and Wales with registered number 07826149

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge
and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

① This section must be completed
where part of the property or
undertaking has been released
from the charge or no longer forms
part of the company's property or
undertaking

Description of assets
or property

Continuation Page 1

"Argent Adjusters Business" means

- (a) the Argent Liability Adjusters business as carried on
by the Second Argent Seller, which specialises in
providing professional loss adjusters that deal with
all aspects of liability and construction areas to the
insurance industry and other related industries, and
- (b) the Argent Property Adjusters business as carried on
by the Second Argent Seller, which specialises in
high value and complex property claims involving
commercial and domestic property, major and
complex losses, business interruption and
environmental claims

"Argent Assignors" means Argent Rehabilitation Limited (in
administration) and Argent Adjusting and Investigations Limited (in
administration)

"Argent Sellers" means Argent Rehabilitation Limited (in
administration) and Argent Adjusting and Investigations Limited (in
administration)

"ARL Business" means the Argent Rehabilitation business as
carried on by the First Assignor, which provides services to assist
people who have suffered injury in the United Kingdom and who
have a potential claim against a third party for loss and personal
injury and such services include (without limitation) fast track
rehabilitation, multi-track rehabilitation, psychological services and
other related services

"Business" means together

- (a) the ARL Business,
- (b) the MLR Business, and
- (c) the Investigations Business,

but excluding, for the avoidance of doubt, the Excluded Business (as
defined in the Business Agreement)

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge
and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

① This section must be completed
where part of the property or
undertaking has been released
from the charge or no longer forms
part of the company's property or
undertaking

Description of assets
or property

Continuation Page 2

"Business Agreement" means the agreement for sale of business
and assets by administrators in relation to Project Silver between

- (1) Argent Rehabilitation Limited (in administration),
- (2) Argent Adjusting and Investigations Limited (in administration)
- (3) Parabis Law LLP (in administration),
- (4) Parabis Holdings Limited (in administration),
- (5) the Administrators,
- (6) Premex Services Limited (T/A 3D Rehabilitation) and
- (7) Examworks Investigation Services Limited entered into on or
around the date of this Deed

"Business Names" mean

- (a) Argent Rehabilitation being the full trading name of
the ARL Business,
- (a) Argent Medico-Legal Reporting being the full trading
name of the MLR Business, and
- (b) Argent Investigations being the full trading name of
the Investigations Business,

provided that "Argent" on its own or any trading name other than
"Argent Rehabilitation" and "Argent Investigations" and "Argent
Medico-Legal Reporting" shall not be a Business Name for the
purposes of the IP Assignment

"Domain Names" has the meaning given to that term in the IP
Assignment

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge and/or a brief description of any property that has ceased to form part of the company's property or undertaking

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Description of assets or property

Continuation Page 3

"Excluded Business" means

- (a) the Argent Adjusters Business,
- (b) any and all business carried on or service carried on or provided by the Argent Sellers to the extent not comprised in the Transferring Business, and
- (c) any and all business carried on or service carried on or provided by Parabis Law LLP, Parabis Holdings Limited or by any other member of the Sellers' Group other than the Argent Sellers

"Excluded Intellectual Property Rights" means

- (a) the "Argent" name in any variation, including without limitation as incorporated in a corporate name or in any stylised or logo forms, other than the Business Names, and
- (b) all Intellectual Property Rights owned or used by or in connection with the Excluded Business (including without limitation any trademarks or trade names used by or connected with any Excluded Business)

"Intellectual Property Rights" means

(a) rights in and to patents, inventions, trademarks, trade names, domain names, rights to goodwill, get-up, designs, copyright, database rights, confidential know-how (including technical knowledge, manufacturing processes, manufacturing methods and manufacturing procedures), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and the right to apply) for and renewals or extensions of such rights, and

(b) all similar or equivalent rights or forms of protection, which subsist now or in the future in any part of the world

"IP Assignment" means the deed of assignment of intellectual property rights between the Argent Sellers, Parabis Management Limited and the Assignee (as defined therein) entered into on 23 November 2015

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge
and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

① This section must be completed
where part of the property or
undertaking has been released
from the charge or no longer forms
part of the company's property or
undertaking

Description of assets
or property

Continuation Page 4

"Investigations Business" means the Argent Investigations
business as carried on by the Second Assignor in relation to road
traffic accident investigations and which offers a range of legal,
claims management and specialist services to insurers,
intermediaries and the corporate sector

"MLR Business" means the medico-legal business as carried on by
the First Assignor, which undertakes the management of the
provision of medico-legal reports

"Second Argent Seller" means Argent Adjusting and Investigations
Limited (in administration)

"Sellers" means together the Argent Sellers and Parabis Law LLP
and **"Seller"** shall mean any one of them (but excluding, for the
avoidance of doubt, Parabis Holdings Limited)

"Sellers' Group" means each Seller, its holding company(s) and all
companies and undertakings which now or in the future become
Subsidiaries or subsidiary undertakings of any Seller or any such
holding company(s)

"STEP Programme" means the proprietary self-help rehabilitation
and physiotherapy management programme developed by the First
Assignor for use by customers of the Business

"STEP Programme Materials" means all information,
documentation, designs, images and other materials used by the
Business to deliver the STEP Programme to customers

"STEP Rights" means all and any Intellectual Property Rights
subsisting in the STEP Programme Materials

"Systems" has the definition given to that term in the Business
Agreement

"Systems Rights" means all and any Intellectual Property Rights
subsisting in the Systems

"WARP Rights" means all and any Intellectual Property Rights
subsisting in the WARP Software and WARP Documentation

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge
and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

① This section must be completed
where part of the property or
undertaking has been released
from the charge or no longer forms
part of the company's property or
undertaking

Description of assets
or property

Continuation Page 5

"WARP Software" means the WARP software components, more
specifically described in Schedule 2 to this IP Assignment, and all
updates, upgrades, releases and versions thereof, including

(a) the source code and object code, and

(b) all other works or material recorded or embodied in the software,
including the audio or visual content in any screen displays in any
relevant user interface

"WARP Documentation" means all and any documentation
(whether in human or machine readable form) relating to the WARP
Software, including

(a) any operating manuals, user instruction manuals
and training materials, and

(b) documents associated with the creation, design,
development or modification of the WARP
Software, including technical or functional
specifications, flow charts, algorithms, architectural
diagrams, data models, build instructions, testing or
configuration documentation and technical data

"third party" means a person other than a party to this IP
Assignment

"URLs" means the URL's listed in the Business Agreement

"Website Rights" means any and all

(a) rights in and to the Domain Names,

(b) Intellectual Property Rights subsisting in the Website Content

"Websites" means the websites currently hosted at the Domain
Names

"Website Content" means the creative content, text, trade marks,
logos, devices, graphics and images used on the Websites and the
content at the URLs at the date of this IP Assignment, or at any time
within the six months prior to it