



**Registration of a Charge**

Company name: **K&A MERGER LIMITED**

Company number: **07905842**



X7KT6Y0G

Received for Electronic Filing: **14/12/2018**

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**Details of Charge**

Date of creation: **11/12/2018**

Charge code: **0790 5842 0004**

Persons entitled: **U.S. BANK TRUSTEES LIMITED**

Brief description: **FIXED CHARGE COVERS INTELLECTUAL PROPERTY AND REAL PROPERTY. FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**SARAH GOODWIN**



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

Company number: 7905842

Charge code: 0790 5842 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2018 and created by K&A MERGER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2018 .

Given at Companies House, Cardiff on 17th December 2018

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## Deed of Accession

This Deed is dated 11 December 2018

### Between:

- (1) Each of the companies listed in Part A to the Schedule hereto with registered number set out in the Schedule hereto and each with registered office at The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL (each an “Additional Chargor” and together the “Additional Chargors”);
- (2) **Keystone Midco Limited** for itself and as agent for each of the other Chargors under and as defined in the Debenture referred to below (the “Parent”); and
- (3) **U.S. Bank Trustees Limited** as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the “Security Agent”).

### Background:

- (A) Each Additional Chargor is a wholly-owned direct or indirect Subsidiary of the Parent.
- (B) The Parent has entered into a debenture dated 11 December 2018 (the “Debenture”) between the Parent, the Chargors under and as defined in the Debenture and the Security Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. Each Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

### It is agreed as follows:

#### 1. Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. References to “Clauses” in this Deed are references to a clause in the Debenture unless the context otherwise requires. This Deed is a Finance Document as defined in the Senior Facilities Agreement and a Finance Document as defined in the Revolving Credit Facilities Agreement.

#### 2. Accession

With effect from the date of this Deed each Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

#### 3. Security

Paragraphs (a) to (i) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (a) All the Security created by this Deed:
  - (i) is created in favour of the Security Agent;

- (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) There shall be excluded from the security created by Clause 3 (*Fixed Charges*), and Clause 4 (*Assignments*) and Clause 5 (*Floating Charge*):
  - (i) any assets subject to contracts, leases, licenses or other arrangements with a third party binding on such assets which would prevent those assets from being charged (or assets which, if charged, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Group in respect of those assets or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof) (each a “Charging Prohibition”); or
  - (ii) any Investment in a joint venture (or minority interest investment).
- (c) Each Additional Chargor undertakes to use its commercially reasonable endeavours to obtain the consent or waiver from any third party in respect of a Charging Prohibition provided further that this would not jeopardise the relevant commercial relationships with such third party.
- (d) Immediately on receipt of the relevant consent or waiver, the relevant asset shall stand charged to the Security Agent under Clause 3 (*Fixed Charges*) or Clause 5 (*Floating Charge*) or assigned to the Security Agent under Clause 4 (*Assignments*). If required by the Security Agent at any time following receipt of that consent or waiver, the relevant Chargor shall execute a valid fixed charge and/or assignment in a form substantially consistent with this Debenture as appropriate in the context of that Security.
- (e) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (f) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (g) Subject to Clause 6 (*Excluded Property*) of the Debenture, each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with Clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (l) below.
- (h) Each Additional Chargor with full title guarantee, and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Agent (subject to Clause 6 (*Excluded Property*)):
  - (i) by way of first fixed charge, all its present and future right, title and interest in:
    - (A) if not subject to an assignment under Clause 4 (*Assignments*) or to the extent not effectively assigned under Clause 4 (*Assignments*), all Accounts;
    - (B) all Investments (including the Shares);
    - (C) all uncalled capital and goodwill of the Chargor;

- (D) all Intellectual Property owned by it or acquired by it in the future, and all Related Rights;
- (E) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it in connection therewith;
- (F) all Business Technical Information in the possession of and owned by it; and
- (G) to the extent that any of the Assigned Assets are not effectively assigned under Clause 4 (*Assignments*), those Assigned Assets.

#### 4. Miscellaneous

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 8 (or any part of it) will include a reference to this Deed (or relevant part of it); and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.

#### 5. Law

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

**This Deed** has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Parent and is intended to be and is delivered by it as a deed on the date specified above.

### **Schedule (to Deed of Accession)**

#### **Part A**

<b>Acceding Guarantor</b>	<b>Jurisdiction</b>	<b>Registered Number</b>
Keystone Bidco Limited	England & Wales	09069403
Keystone Financing plc	England & Wales	9069525
Lakeside 1 Limited	England & Wales	06338921
K&A Merger Limited	England & Wales	07905842
Castle 1 Limited	England & Wales	06339103
Keepmoat Limited	England & Wales	01998780
Keepmoat Homes Limited	England & Wales	02207338
Conquest Bidco Limited	England & Wales	06296388
Apollo Support Services Group Limited	England & Wales	05616427
Apollo Holdco Limited	England & Wales	04252778
Keepmoat Property Limited	England & Wales	0994353
Toucan Holdings Limited	England & Wales	03326551
MCI Developments Limited	England & Wales	07542476
Keepmoat Site Services Limited	England & Wales	01833164
Goldhall Electrical Limited	England & Wales	03863178
Huyton Freehold Limited	England & Wales	11461484

**Part 1**  
**Shares**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Name of nominee (if any) by whom shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
Keystone Bidco Limited	Keystone Financing plc	N/A	Ordinary Shares of £1 each	50,001
Keystone Bidco Limited	Lakeside 1 Limited	N/A	Ordinary Shares of £0.005 each	911,000
Keystone Bidco Limited	Lakeside 1 Limited	N/A	Ordinary A Shares of £0.00001 each	5,000,000
Keystone Bidco Limited	Lakeside 1 Limited	N/A	Ordinary B Shares of £0.00001 each	4,090,000
Keystone Bidco Limited	Lakeside 1 Limited	N/A	A Preference Shares of £0.00001 each	9,500,000
Keystone Bidco Limited	Lakeside 1 Limited	N/A	B Preference Shares of £0.00001 each	20,000,000
Keystone Bidco Limited	Lakeside 1 Limited	N/A	C Preference Shares of £0.00001 each	20,000,000
Keystone Bidco Limited	Lakeside 1 Limited	N/A	Deferred fixed dividend Shares of £0.005 each	117,646,815
Keystone Bidco Limited	Lakeside 1 Limited	N/A	Z Preference Shares of £0.0001 each	500,000
Lakeside 1 Limited	K&A Merger Limited	N/A	Ordinary Shares of £1 each	2
K&A Merger Limited	Castle 1 Limited	N/A	Ordinary Shares of £1 each	100,000
Castle 1 Limited	Keepmoat Limited	N/A	Ordinary Shares of £1 each	313,840
Keepmoat Limited	Goldhall Electrical Limited	N/A	Ordinary Shares of £1 each	1,000
Keepmoat Limited	Huyton Freehold Limited	N/A	Ordinary Shares of £1 each	2
Keepmoat Limited	Conquest Bidco Limited	N/A	Ordinary Shares of £1 each	1,805,428
Keepmoat Limited	Keepmoat Homes Limited	N/A	Ordinary Shares of £1 each	100
Keepmoat Limited	Keepmoat Homes Limited	N/A	Redeemable preferred ordinary shares of £1 each	999,900
Keepmoat Limited	Keepmoat Property Limited	N/A	Ordinary Shares of £1 each	100
Keepmoat Limited	Keepmoat Site Services Limited	N/A	Ordinary Shares of £1 each	2
Keepmoat Homes Limited	MCI Developments Limited	N/A	Ordinary Shares of £1 each	60,000
Conquest Bidco Limited	Apollo Support Services Group Limited	N/A	A Ordinary Shares of £0.01 each	164,487



Conquest Bidco Limited	Apollo Support Services Group Limited	N/A	Ordinary Shares of £0.01 each	225,532
Conquest Bidco Limited	Apollo Support Services Group Limited	N/A	Deferred Shares of £0.01 each	35,513
Apollo Support Services Group Limited	Apollo Holdco Limited	N/A	Ordinary Shares of £1 each	99,600
Apollo Support Services Group Limited	Apollo Holdco Limited	N/A	Ordinary A Shares of £1 each	100
Apollo Support Services Group Limited	Apollo Holdco Limited	N/A	Ordinary B Shares of £1 each	100
Apollo Support Services Group Limited	Apollo Holdco Limited	N/A	Ordinary C Shares of £1 each	100
Apollo Holdco Limited	Toucan Holdings Limited	N/A	Ordinary shares of £1 each	44,666
Apollo Holdco Limited	Toucan Holdings Limited	N/A	Ordinary A shares of £1 each	100

**Part 2**  
**Relevant Contracts**

**Description**

<b>Lender</b>	<b>Borrower</b>	<b>Loan</b>
Keystone Financing PLC	K&A Merger Limited	£102,894,180
Castle 1 Limited	K&A Merger Limited	£121,081,000
Castle 1 Limited	Keepmoat Homes Limited	£48,869,000
Keepmoat Limited	Castle 1 Limited	£28,044,398
Keepmoat Limited	Keepmoat Homes Limited	£34,427,963
Apollo Support Services Group Limited	Conquest Bidco Limited	£153,390,251
MCI Developments Limited	Keepmoat Limited	£12,242,000

**Part 3**  
**Accounts**

Accounts	Chargor	Account Bank	Account Number	Sort Code	Address
Keystone Financing plc	Keystone Financing plc	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Lakeside 1 Limited	Lakeside 1 Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Castle 1 Limited	Castle 1 Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Castle 1 Limited	Castle 1 Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Castle 1 Limited	Castle 1 Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Keepmoat Limited	Keepmoat Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Keepmoat Limited	Keepmoat Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Keepmoat Homes Limited	Keepmoat Homes Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Conquest Bidco Limited	Conquest Bidco Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Conquest Bidco Limited	Conquest Bidco Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Conquest Bidco Limited	Conquest Bidco Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Apollo Support Services Group Limited	Apollo Support Services Group Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Apollo Holdco Limited	Apollo Holdco Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Keepmoat Property Limited	Keepmoat Property Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Toucan Holdings Limited	Toucan Holdings Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MCI Developments	MCI Developments	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Accounts	Chargor	Account Bank	Account Number	Sort Code	Address
Limited	Limited				
MCI Developments Limited	MCI Developments Limited				
Keepmoat Site Services Limited	Keepmoat Site Services Limited				
Goldhall Electrical Limited	Goldhall Electrical Limited				

**Part 4**  
**Insurances**

<b>Insurance Class</b>	<b>2017/18 Insured Entity (including subsidiaries)</b>	<b>2017/18 Insurer</b>	<b>Insurer Contact Details (Name and Email)</b>
Combined Liability	Keepmoat Ltd	Allianz	Approach via Aon - James Crow, Director, UK Construction Aon, Global Broking Centre, The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, C3V 4AN, +44 (0)7867 908 600 <a href="mailto:James.Crow@aon.co.uk">James.Crow@aon.co.uk</a>
Excess PL	Keepmoat Ltd and subsidiaries	Chubb	Approach via Aon – details as above
Contractors All Risks	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Central Park	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Dinnington	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Earl Marshall	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Eastfield	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Falstaff 2	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Manor	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Norfolk Park	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Paston	Keepmoat Ltd	Allianz	Approach via Aon – details as above
CAR - HCA: Winsford	Keepmoat Ltd	Allianz	Approach via Aon – details as above
Motor Fleet	Keepmoat Ltd	Allianz	Approach via Aon – details as above
Commercial Combined	Keepmoat Ltd	Allianz	Approach via Aon – details as above
Terrorism	Keepmoat Ltd	Aon Underwriting Managers on behalf of various Lloyd's syndicates	Approach via Aon – details as above
Property Owners - Ravensworth Road	Keepmoat Ltd	Allianz	Approach via Aon – details as above
Statutory Inspection	Keepmoat Ltd	HSB	Approach via Aon – details as above

**Part 5**  
**Real Property**

<b>No</b>	<b>Chargor</b>	<b>Property</b>	<b>Title Number(s)</b>
1.	Keepmoat Homes Limited	Mooracre Lane, Bolsover	DY523030
2.	Keepmoat Homes Limited	Gedling Colliery Phase 1A, Arnold Road, Nottingham	NT532878
3.	Keepmoat Homes Limited	Tibshelf	DY403164
4.	Keepmoat Homes Limited	Upton	NN41673 NN26713
5.	Keepmoat Homes Limited	Phase 1 Brookvale	DY196853 DY289069
6.	Keepmoat Homes Limited	Bardon	LT87095
7.	Keepmoat Homes Limited	Arkwright	NT15360 NT15360 NT88647 NT466558 NT96276 NT97637 NT373210 NT375503 NT96681 NT398441 NT88647 NT15817 NT58720 NT58821 NT62581 NT6533

			NT5564 NT17943 NT12544 NT22401 NT466430 NT97323 NT45265 NT81236 NT82949 NT17943 NT19674
8.	Keepmoat Homes Limited	Former Kingswood School, Corby	NN291199
9.	Keepmoat Homes Limited	Former Beanfield College, Corby	NN351355
10.	Keepmoat Homes Limited	WEHM, Coventry Phase 4, Hillmorton Road, Coventry, CV2 1GB	MM87395 MM87398 WM738528 WM501179 WM733288 WM733287 WM800162 WM738534 WM731193
11.	Keepmoat Homes Limited	Bucknalls Hospital, Eaves Lane, Stoke-on-Trent	SF474009
12.	Keepmoat Homes Limited	Telford, Lightmoor Way, Horsehay TF4 3BF	SL239716
13.	Keepmoat Homes Limited	Gedling Colliery Phase 1b	NT532880
14.	Keepmoat Homes Limited	Gedling Colliery Phase 2	NT532881

15.	Keepmoat Homes Limited	SW Sector, Beacon Lane, Cramlington, Northumberland NE23 8BB	ND189185
16.	Keepmoat Homes Limited	Central Park Darlington Phase 1, Haughton Road, Darlington DL1 1DR	DU344861 DU343967
17.	Keepmoat Homes Limited	St Marys Terrace, Parkhill, Coxhoe, DH6 4JB	DU267893
18.	Keepmoat Homes Limited	Trinity, South Shields NE33 5DY	TY254900, TY517387, TY520608, TY432986, TY526842, TY534273, TY537432
19.	Keepmoat Homes Limited	Swainby Road, Stockton TS20 2ED	CE225684, CE223103
20.	Keepmoat Homes Limited	Ravensworth Road, Dunston NE11 9AF	TY550356
21.	Keepmoat Homes Limited	Dinnington NE13 7JJ	TY543538, TY548397
22.	Keepmoat Homes Limited	Hartington Way, Darlington DL3 0RZ	DU360238
23.	Keepmoat Homes Limited	Dunblane Crescent, Denton NE5 2BE	TY543380, TY551545
24.	Keepmoat Homes Limited	Red Hall, Darlington DL1 2ST	DU367480
25.	Keepmoat Homes Limited	High Farm, Normanby Phase 1 TS6 0GH	Awaiting registration CE238491 at present
26.	Keepmoat Homes Limited	Gibfield, Gibfield Park Avenue, Atherton, M46 ORE	MAN276922
27.	Keepmoat Homes Limited	Woodford Lodge, Woodford Lane West, Winsford, Cheshire, CW7 4EH	CH652050
28.	Keepmoat Ltd	Central Avenue, Speke, Liverpool	MS634267
29.	Keepmoat Ltd	Town Park phase 3, Castlefields Ave, Runconr	CH513632
30.	Keepmaot Ltd	City Waterside B	To follow
31.	Keepmoat Homes Limited	Charlestown & Lower Kersal, Whit Lane, Salford M6 6FU	GM673976 GM124509 GM868092 GM868096 MAN264678



			MAN214923 MAN230163
32.	Keepmoat Homes Limited	Whalleys 4, Skelmersdale, Whalleys Road, Skelmersdale WN8 6UN	LA678387
33.	Keepmoat Homes Limited	Great Harwood, Accrington, Harwood Lane, Lancashire, BB6 7TB	LAN201382
34.	Keepmoat Homes Limited	Willow Park Middleton	MAN306933
35.	Keepmoat Homes Limited	Ravencraig	LAN141622
36.	Keepmoat Homes Limited	Hoover, Cambuslang	LAN28357
37.	Keepmoat Limited (Lease hold) Keepmoat Homes Limited (Freehold)	Askern Colliery, Campsall Road, Askern, Doncaster	SYK627793 SYK627196
38.	Keepmoat Homes Limited	Amy Johnson, Hull Further phases, Hawtorn Avenue, Hull	HS378256 HS373336 HS371334
39.	Keepmoat Homes Limited	Middle Deepdale, Phase 1, Eastfield, Scarborough	NYK430384
40.	Keepmoat Limited	Thurnscoe Phase 2	SYK536243
41.	Keepmoat Homes Limited	Brodsworth Woodlands, Doncaster	SYK383987
42.	Keepmoat Homes Limited	Hull City Wide LDP Wawne Road	HS388572 HS388569 HS388567
43.	Keepmoat Homes Limited	Southcoates Lane, Hull	HS344105
44.	Keepmoat Homes Limited	Coulman Street, Thorne, Doncaster	SYK93605
45.	Keepmoat Homes Limited	Langton Road, Norton	NYK397804 NYK414650 NYK396977
46.	Keepmoat Homes Limited	Allerton Lane, Thornton, Bradford	YY72518


47.	Keepmoat Limited	Homes	Milton Road Wakefield	WYK831656  WYK831709
48.	Keepmoat Limited	Homes	Flass Lane, Wakefield	WYK771998  YY61316
49.	Keepmoat Limited	Homes	New Bolton Woods	YY13508
50.	Keepmoat Limited	Homes	Brooklands Avenue Phase 1 Cartmell Drive York Road	YY91259  YY91269  YY91265
51.	Keepmoat Limited	Homes	John Mansfield School	CB274278
52.	Keepmoat Limited	Homes	Willow Road, Bedford	BD69886
53.	Keepmoat Limited	Homes	Queenborough, Isle of Sheppy	K152815
54.	Keepmoat Limited	Homes	Boars Tye, Silver End	EX442271                      & EX368227
55.	Keepmoat Ltd	Homes	Porthouse Rise, Bromyard	HE57274
56.	Keepmoat Ltd	Homes	Malvern View, Bartestree	HE57613
57.	Keepmoat Ltd	Homes	The Parade, Bridgwater	ST345073

**Signatories (to Deed of Accession)**

**The Additional Chargors**

**Executed as a Deed by  
KEYSTONE BIDCO LIMITED**  
acting by

in the presence of

}   
Director James Thomson

  
Witness' signature

..... Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
..... London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP  
.....  
Witness' address

Executed as a Deed by  
**KEYSTONE FINANCING PLC**  
acting by

in the presence of

}

[Redacted Signature]

Director

James Thomson

[Redacted Signature]

Witness' signature

..... Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
..... City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP  
.....

Witness' address

**Executed as a Deed by  
LAKESIDE 1 LIMITED**  
acting by

in the presence of

}

[Redacted Signature]

Director

James Thomson

[Redacted Signature]

Witness' signature

.....Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
.....London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

.....  
Witness' address

**Executed as a Deed by  
K&A MERGER LIMITED**  
acting by

in the presence of

[Redacted]

Witness' signature

.....

.....

.....

Witness' address

}

[Redacted]

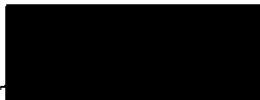
Director

James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by  
CASTLE 1 LIMITED**  
acting by

in the presence of



Witness' signature

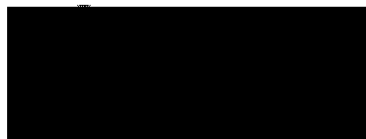
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Witness' address

}



Director

James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by  
KEEPMOAT LIMITED**  
acting by

in the presence of



Witness' signature

.....

.....

.....

Witness' address

}



Director

James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP



Executed as a Deed by  
**KEEPMOAT HOMES LIMITED**  
acting by

in the presence of

}

[Redacted Signature]

Director James Thomson

[Redacted Signature]

Witness' signature

.....

.....

.....

Witness' address

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

Executed as a Deed by  
**CONQUEST BIDCO LIMITED**  
acting by

in the presence of

[Redacted]

Witness' signature

.....

.....

.....

Witness' address

}

[Redacted]

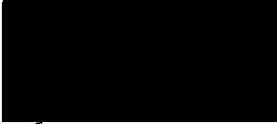
Director

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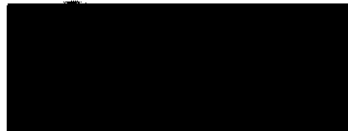
**Executed as a Deed by  
APOLLO SUPPORT SERVICES GROUP  
LIMITED**  
acting by

in the presence of



Witness' signature

}



Director

James Thomson

.....

.....

.....

Witness' address

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by**  
**APOLLO HOLDCO LIMITED**  
acting by

in the presence of



Witness' signature

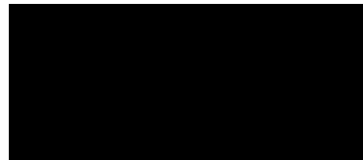
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.....

.....

Witness' address

}



Director James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by  
KEEPMOAT PROPERTY LIMITED**  
acting by

in the presence of



Witness' signature

.....

.....

.....

Witness' address

}



Director

James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by  
TOUCAN HOLDINGS LIMITED**  
acting by

in the presence of

[Redacted]

Witness' signature

.....

.....

.....  
Witness' address

}

[Redacted]

Director

James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by  
M.C.I. DEVELOPMENTS LIMITED**  
acting by

in the presence of

[Redacted]

Witness' signature

.....

.....

.....

Witness' address

}

[Redacted]

Director

James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by  
KEEPMOAT SITE SERVICES LIMITED  
acting by**

in the presence of

}

[Redacted Signature]

Director

James Thomson

[Redacted Signature]

Witness' signature

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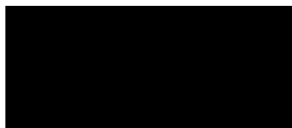
Witness' address

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP



**Executed as a Deed by  
GOLDHALL ELECTRICAL LIMITED**  
acting by

in the presence of



Witness' signature

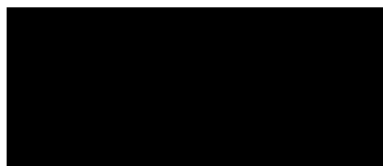
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Witness' address

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Director

James Thomson

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**Executed as a Deed by  
HUYTON FREEHOLD LIMITED**  
acting by

in the presence of

}

Director

James Thomson

Witness' signature

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.....

Witness' address

.....

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**The Parent**

Executed as a Deed by  
**KEYSTONE MIDCO LIMITED** for itself  
and as agent  
for each of the other Chargors  
party to the Debenture  
referred to in this Deed  
acting by

}



Director

James Thomson

in the presence of



Witness' signature

.....

.....

.....

Witness' address

Alexandra Hampton  
Simpson Thacher & Bartlett LLP,  
City Point, One Ropemaker Street,  
London, EC2Y 9HU  
Paralegal at Simpson Thacher & Bartlett LLP

**The Security Agent  
U.S. BANK TRUSTEES LIMITED**

**Liliya Popova**  
Authorised Signatory

**Kamal Husseln**  
Authorised Signatory

By: \_\_\_\_\_