



Registration of a Charge

Company Name: **STROMA HOLDINGS LIMITED**

Company Number: **08945555**



XC5BRBHK

Received for filing in Electronic Format on the: **09/06/2023**

Details of Charge

Date of creation: **05/06/2023**

Charge code: **0894 5555 0005**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KIDDIST FORSYTHE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8945555

Charge code: 0894 5555 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2023 and created by STROMA HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2023 .

Given at Companies House, Cardiff on 14th June 2023

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



Companies House



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

Security Accession Deed

This Security Accession Deed is made on 5 June 2023

Between:

- (1) The companies listed in Schedule 1 to this Security Accession Deed (the "**New Chargors**");
- (2) TIC Bidco Limited for itself as the existing Chargor (the "**Company**"); and
- (3) Kroll Trustee Services Limited as security agent for itself and the other Secured Parties (the "**Security Agent**").

Recital:

This deed is supplemental to a Debenture dated 14 December 2022 between the Company and the Security Agent (the "**Debenture**").

Now this deed witnesses as follows:

1. INTERPRETATION**1.1 Definitions**

Terms defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGORS**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, each New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) the Shares (including, but not limited to, the Shares set out in Schedule 2 to this Deed) and all corresponding Related Rights; and
- (b) if not effectively assigned by Clause 2.4 (*Security Assignment*), all of its rights, title and interest in (and claims under) the Intra-Group Debt Documents to which it is a party.

2.4 **Security Assignment**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, and as continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely by way of security with full title guarantee to the Security Agent all its right, title and interest from time to time in and to the Intra-Group Debt Documents to which it is a party to and corresponding Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Intra-Group Debt Documents to that Chargor (or as it shall direct).

2.5 **Floating Charge**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Security Assignment*).

3. **CONSENT OF EXISTING CHARGORS**

Each existing Chargor agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. **CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

5. **NOTICES**

Each New Chargor's administrative details for the purposes of the Debenture are as follows:

Address: 3 - 5 College Street, Nottingham, Nottinghamshire, United Kingdom, NG1 5AQ

Electronic mail address: tgray@phennagroup.com

Attention: Tom Gray

6. **GOVERNING LAW AND JURISDICTION**

This deed and any contractual and non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any contractual and non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

Schedule 1**New Chargors**

Company Name	Company Number	Jurisdiction of Incorporation
Code A Weld Holdings Limited	04217426	England and Wales
Code A Weld NDT Ltd	09566727	England and Wales
Facit Testing Limited	07409746	England and Wales
Secure Topco Limited	13415412	England and Wales
Secure Bidco Limited	13419430	England and Wales
Safety Services Holdings Limited	05791752	England and Wales
Safety Services (U.K.) Limited	01942692	England and Wales
Ecology Bidco Limited	13382296	England and Wales
Ecology Solutions Holdings Limited	12505483	England and Wales
Ecology Solutions Group Limited	10069594	England and Wales
Ecology Solutions Limited	05276191	England and Wales
Ecology Solutions Manchester Limited	11839707	England and Wales
ES Landscape Planning Limited	12342068	England and Wales
ES Mitigation and Management Limited	12144702	England and Wales
Ecology Solutions (East) Limited	08002660	England and Wales
Mimas Topco Limited	13601942	England and Wales
Mimas Bidco Limited	13605424	England and Wales
The IASME Consortium Limited	07897132	England and Wales
ISI Bidco Limited	13556950	England and Wales
Industrial Safety Inspections Limited	01466753	England and Wales
Idaho Bidco Limited	13676849	England and Wales
CMTL (JF) Limited	01182561	England and Wales
Gold Bidco Limited	13686414	England and Wales
Jhai Limited	03980572	England and Wales
Greener Bidco Limited	13831396	England and Wales

Stroma Holdings Limited	08945555	England and Wales
Stroma Developments Limited	05256474	England and Wales
Stroma Built Environment Limited	04507219	England and Wales
H R S Trading Limited	09804043	England and Wales
Stroma Specialist Access Limited	02115177	England and Wales
Stroma Compliance Limited	09727106	England and Wales
Stroma Building Control Limited	04161657	England and Wales
PTS Bidco Limited	13889270	England and Wales
Pavement Testing Services Limited	04374737	England and Wales
NAP Topco Limited	13995646	England and Wales
NAP Bidco Limited	13998783	England and Wales
NAPIT Holdings Limited	08695446	England and Wales
Celt Bidco Limited	13904857	England and Wales
Celtest Company Limited	01533370	England and Wales

Schedule 2**Shares**

Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
Code A Weld Holdings Limited	Code A Weld NDT Ltd	100 Ordinary Shares
	Code A Weld Inspection Ltd	1 Ordinary Share
	Code A Weld Laboratory Ltd	1 Ordinary Share
Secure Topco Limited	Secure Bidco Limited	10,000 Ordinary Shares
Secure Bidco Limited	Safety Services Holdings Limited	20,000 Ordinary Shares
Safety Services Holdings Limited	Safety Services (U.K.) Limited	273,000 Ordinary Shares
Ecology Bidco Limited	Ecology Solutions Holdings Limited	39,590 Ordinary A Shares 38,396 Ordinary B Shares 24,000 Ordinary C Shares 2,136 Ordinary D Shares 2,136 Ordinary E Shares
Ecology Solutions Holdings Limited	Ecology Solutions Group Limited	39,590 Ordinary A Shares 38,396 Ordinary B Shares 24,000 Ordinary C Shares 2,136 Ordinary D Shares 2,136 Ordinary E Shares
Ecology Solutions Group Limited	Ecology Solutions Limited	100 Ordinary Shares
	Ecology Solutions Manchester Limited	7,500 A Ordinary Shares
	ES Landscape Planning Limited	65 Ordinary A Shares
	ES Mitigation and Management Limited	90 Ordinary A Shares
	Ecology Solutions (East) Limited	100 Ordinary Shares
Mimas Topco Limited	Mimas Bidco Limited	10,000 Ordinary Shares


Mimas Bidco Limited	The IASME Consortium Limited	145,504 Ordinary Shares 2 Deferred Ordinary Shares
ISI Bidco Limited	Industrial Safety Inspections Limited	2,020 Ordinary Shares
Idaho Bidco Limited	CMTL (JF) Limited	50,000 Ordinary Shares
Gold Bidco Limited	Jhai Limited	570 Ordinary Shares 1 Ordinary A Share 1 Ordinary B Share 1 C Ordinary Share 1 Ordinary D Share 1 Ordinary E Share
Greener Bidco Limited	Stroma Group Limited	1,778,275 A1 Ordinary Shares 197,586 A2 Ordinary Shares 24,139 A3 Ordinary Shares 1,377,940 B Ordinary Shares 967,126 C Ordinary Shares 386,227 Class C1 Ordinary Shares 96,557 D Ordinary Shares 269,715 E Ordinary Shares 386,227 Class F Ordinary Shares
Stroma Holdings Limited	Stroma Developments Limited	36,204 X Ordinary Shares 403,796 Y Ordinary Shares
Stroma Developments Limited	Stroma Built Environment Limited	3 Ordinary Shares
	Stroma Certification Limited	100 Ordinary Shares
	Stroma Compliance Limited	1 Ordinary Share
Stroma Built Environment Limited	H R S Trading Limited	40,004 A Ordinary Shares 4,445 B Ordinary Shares
H R S Trading Limited	Stroma Specialist Access Limited	40,000 Ordinary Shares

Stroma Compliance Limited	Stroma Building Control Limited	505 A Ordinary Shares 370 B Ordinary Shares 125 E Ordinary Shares
PTS Bidco Limited	Pavement Testing Services Limited	3,000 Ordinary Shares
NAP Topco Limited	NAP Bidco Limited	10,000 Ordinary Shares
NAP Bidco Limited	NAPIT Holdings Limited	190,000 Ordinary A Shares 155,697 Ordinary B Shares 6,750 Ordinary C shares
NAPIT Holdings Limited	NAPIT Marketing Limited	1 Ordinary Share
	NAPIT Registration Limited	1 Ordinary Share
	NAPIT Services Limited	1 Ordinary Share
	NAPIT Certification Limited	1 Ordinary Share
	NAPIT Training Limited	100 Ordinary Shares
	NAPIT Training Services Limited	1 Ordinary Share
	NAPIT Inspection Limited	1 Ordinary Share
	The NAPIT Group Limited	76,000 A Ordinary Shares 15,900 B Ordinary Shares
Celt Bidco Limited	Celtest Company Limited	30,000 Ordinary Shares


SIGNATURES TO SECURITY ACCESSION DEED

THE NEW CHARGORS

Executed as a deed by
CODE A WELD HOLDINGS LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
CODE A WELD NDT LTD,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
FACIT TESTING LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
SECURE TOPCO LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
SECURE BIDCO LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
SAFETY SERVICES HOLDINGS LIMITED,
acting by two directors:

) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry

DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
SAFETY SERVICES (U.K.) LIMITED,
acting by two directors:

DocuSigned by:

68A15ECAAD864B5..

Director

Name: Paul Barry

- DocuSigned by:

-----DDE2DE5F3483402..

Director

Name: David Harrison

Executed as a deed by
ECOLOGY BIDCO LIMITED,
acting by two directors:

-DocuSigned by:

-68A15ECAAD664B5..

Director

Name: Paul Barry

DocuSigned by:

DDE2DE5F3483402.

Director

Name: David Harrison

Executed as a deed by
**ECOLOGY SOLUTIONS HOLDINGS
LIMITED,**
acting by two directors:

- DocuSigned by:

-68A15ECAAD664B5...

Director

Name: Paul Barry

DocuSigned by:

-DDE2DE5F3483402..

Director

Name: David Harrison

Executed as a deed by
ECOLOGY SOLUTIONS GROUP LIMITED,
acting by two directors:

)
)
)
DocuSigned by:
[Redacted Signature]
68A15ECAAD664B5.....
Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
ECOLOGY SOLUTIONS LIMITED,
acting by two directors:

)
)
)
DocuSigned by:
[Redacted Signature]
68A15ECAAD664B5.....
Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
ECOLOGY SOLUTIONS MANCHESTER LIMITED,
acting by two directors:


)
)
)
DocuSigned by:
[Redacted Signature]
68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
ES LANDSCAPE PLANNING LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


) DocuSigned by:
) 
) DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
**ES MITIGATION AND MANAGEMENT
LIMITED,**
acting by two directors:

) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry

) DocuSigned by:
) 
) DDE2DE5F3483402.....
Director


Name: David Harrison

Executed as a deed by
ECOLOGY SOLUTIONS (EAST) LIMITED,
acting by one director
in the presence of:

) DocuSigned by:
) 
) 53B362ABF0A2452.....
Director

Name: Tom Gray

Witness Signature:

) DocuSigned by:
) 
) 2532DA311DCA4D4...

Witness Name:

Justin Wilson

Witness Address:

3-5 College Street,
Nottingham,
Nottinghamshire, NG1 5AQ

Name: Paul Barry

Name: David Harrison

Executed as a deed by
MIMAS BIDCO LIMITED,
acting by two directors:

Name: Paul Barry


Name: David Harrison

Executed as a deed by
THE IASME CONSORTIUM LIMITED,
acting by two directors:


Name: Paul Barry

Name: David Harrison

Executed as a deed by
ISI BIDCO LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


) DocuSigned by:
) 
) DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
**INDUSTRIAL SAFETY INSPECTIONS
LIMITED,**
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


) DocuSigned by:
) 
) DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
IDAHO BIDCO LIMITED,
acting by two directors:

) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry

) DocuSigned by:
) 
) DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
CMTL (JF) LIMITED,
acting by two directors:

)
)
)
DocuSigned by:
[Redacted Signature]
68A15ECAAD864B5.....
Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
GOLD BIDCO LIMITED,
acting by two directors:

)
)
)
DocuSigned by:
[Redacted Signature]
68A15ECAAD864B5.....
Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
JHAI LIMITED,
acting by one director
in the presence of:

)
)
)
DocuSigned by:
[Redacted Signature]
F8047B65EC72437.....
Director


Name: Matthew Read

Witness Signature: [Redacted Signature]
72368895ED6844FC...


Witness Name: Alistair Nicklin

Witness Address: 8 the home croft
Bramcote
Nottingham
NG93DQ

Executed as a deed by
GREENER BIDCO LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE3F3483402.....
Director

Name: David Harrison

Executed as a deed by
STROMA HOLDINGS LIMITED,
acting by two directors:


) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE3F3483402.....
Director

Name: David Harrison

Executed as a deed by
STROMA DEVELOPMENTS LIMITED,
acting by two directors:

) DocuSigned by:
) 
) 68A15ECAAD664B5.....
Director

Name: Paul Barry

DocuSigned by:

DDE2DE3F3483402.....
Director

Name: David Harrison

Executed as a deed by
**STROMA BUILT ENVIRONMENT
LIMITED,**
acting by two directors:

DocuSigned by:

68A15ECAAD664B5

Director

Name: Paul Barry

DocuSigned by:

— 2DF2D=5E3483402

Director

Name: David Harrison

Executed as a deed by
H R S TRADING LIMITED,
acting by two directors:

--DocuSigned by:

-68A15ECAAD664B5..

Director

Name: Paul Barry

—DocuSigned by:

-----DDE2DE5F3483402

Director

Name: David Harrison

Executed as a deed by
STROMA SPECIALIST ACCESS LIMITED,
acting by two directors:

DocuSigned by:

-68A15ECAAD664B5..

Director

Name: Paul Barry

DocuSigned by:

— DDE2DE5F3483402

Director

Name: David Harrison

Executed as a deed by
STROMA COMPLIANCE LIMITED,
acting by two directors:

DocuSigned by:

68A15ECAAD664B5..

Director

Name: Paul Barry

—DocuSigned by:

— DDE2DE5F3483402..

Director

Name: David Harrison

Executed as a deed by
STROMA BUILDING CONTROL LIMITED,
acting by two directors:

-DocuSigned by:

-68A15ECAAD664B5..

Director

Name: Paul Barry

DocuSigned by:

DDE2DE5F3483402

Director

Name: David Harrison

Executed as a deed by
PTS BIDCO LIMITED,
acting by two directors:

-DocuSigned by:

-68A15ECAAD664B5..

Director

Name: Paul Barry

DocuSigned by:

DDE2DE5F3483402..

Director

Name: David Harrison

Executed as a deed by
**PAVEMENT TESTING SERVICES
LIMITED,**
acting by two directors:

DocuSigned by:
[Redacted]
68A15ECAA0664B5

Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402

Director

Name: David Harrison

Executed as a deed by
NAP TOPCO LIMITED,
acting by two directors:

DocuSigned by:
[Redacted]
88A13FCA8D064B5

Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402...

Director

Name: David Harrison

Executed as a deed by
NAP BIDCO LIMITED,
acting by two directors:

DocuSigned by:
[Redacted Signature]
88A15FCAD066435

Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402

Director

Name: David Harrison

Executed as a deed by
NAPIT HOLDINGS LIMITED,
acting by two directors:

DocuSigned by:
[Redacted Signature]
88A15ECAAD664B5...

Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2D=5F3483402...
Director

Name: David Harrison

Executed as a deed by
CELT BIDCO LIMITED,
acting by two directors:


DocuSigned by:
[Redacted Signature]
68A15ECAD862B5.....
Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE5F3483402...

Name: David Harrison

Executed as a deed by
CELTEST COMPANY LIMITED,
acting by two directors:

) DocuSigned by:
) 
) 68A15ECAD866-B5...
) **Director**

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2D=5F3483402...
Director

Name: David Harrison

THE COMPANY

Executed as a deed by
TIC BIDCO LIMITED
acting by two directors:

)
)
)
)
DocuSigned by:
[Redacted Signature]
63A15ECAAD864B5.....
Director

Name: Paul Barry

DocuSigned by:
[Redacted Signature]
DDE2DE3F3483402.....
Director

Name: David Harrison

The Security Agent

EXECUTED by
KROLL TRUSTEE SERVICES LIMITED
and signed on its behalf by

)
)
)



Authorised signatory