



Registration of a Charge

Company Name: **THE TESTING GROUP LIMITED**

Company Number: **09430520**



XC4Q9V7C

Received for filing in Electronic Format on the: **01/06/2023**

Details of Charge

Date of creation: **30/05/2023**

Charge code: **0943 0520 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: 9430520

Charge code: 0943 0520 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th May 2023 and created by THE TESTING GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2023 .

Given at Companies House, Cardiff on 7th 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 30 May 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
Project C Topco Limited	11623468	England and Wales
Project C Bidco Limited	11627758	England and Wales
Construction Testing Solutions Limited	05998333	England and Wales
Silkstone Environmental Limited	03984219	England and Wales
CGL 2014 Limited	08840267	England and Wales
Card GeoTechnics Limited	02993862	England and Wales
The Testing Group Limited	09430520	England and Wales
Concept Engineering Consultants Ltd	03401367	England and Wales
In Situ Site Investigation Limited	06339499	England and Wales
Project Henley Topco Limited	14214331	England and Wales
Project Henley Bidco Limited	14216674	England and Wales
Xais Asset Management Limited	09537184	England and Wales
Xtra Bidco Limited	14219097	England and Wales
Xtratec Ltd	05929950	England and Wales
Project Bakelite Topco Limited	14292286	England and Wales
Project Bakelite Bidco Limited	14293675	England and Wales
Simtec Materials Testing Ltd	06401491	England and Wales
Simtec Materials Consultants Ltd	10669435	England and Wales
Troyes Bidco Limited	14503051	England and Wales
Zeta Analytical Limited	05032824	England and Wales
RSan Topco Limited	14591181	England and Wales
RSan Bidco Limited	14593205	England and Wales
The RammSanderson Group Ltd	12217478	England and Wales
RammSanderson Ecology Limited	08999992	England and Wales
RammSanderson Training Ltd	12217591	England and Wales

Zenith Topco Limited	14570867	England and Wales
Zenith Bidco Limited	14574185	England and Wales
DM Safety and Health Services Limited	06631693	England and Wales
Uni Topco Limited	14671797	England and Wales
Uni Bidco Limited	14678938	England and Wales
Unisolve Ltd	04965550	England and Wales
Sayvol Environmental and Building Services Limited	04439202	England and Wales

Schedule 2**Shares**

Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
Project C Topco Limited	Project C Bidco Limited	535,001 Ordinary Shares
Project C Bidco Limited	Construction Testing Solutions Limited	850 Ordinary Shares
Construction Testing Solutions Limited	Silkstone Environmental Limited	5,020 Ordinary Shares
	CGL 2014 Limited	625,445 Ordinary Shares
	The Testing Group Limited	700 Ordinary Shares
	Concept Engineering Consultants Ltd	2,000 Ordinary Shares
	In Situ Site Investigation Limited	200 Ordinary Shares
CGL 2014 Limited	Card GeoTechnics Limited	5,100 Ordinary Shares
Project Henley Topco Limited	Project Henley Bidco Limited	10,000 Ordinary Shares
Project Henley Bidco Limited	Xais Asset Management Limited	100 Ordinary Shares
Xtra Bidco Limited	Xtratec Ltd	2 Ordinary Shares
Project Bakelite Topco Limited	Project Bakelite Bidco Limited	10,000 Ordinary Shares
Project Bakelite Bidco Limited	Simtec Materials Testing Ltd	100 Ordinary Shares
	Simtec Materials Consultants Ltd	100 Ordinary Shares
Troyes Bidco Limited	Zeta Analytical Limited	100 Ordinary Shares
		64 B Ordinary Shares
RSan Topco Limited	RSan Bidco Limited	1 Ordinary Shares
RSan Bidco Limited	The RammSanderson Group Ltd	9,999 Ordinary Shares 1 A Ordinary Share 1 B Ordinary Share 1 C Ordinary Share
The RammSanderson Group Ltd	RammSanderson Ecology Limited	10,000 Ordinary Shares

	RammSanderson Training Ltd	40 Ordinary Shares
Zenith Topco Limited	Zenith Bidco Limited	1 Ordinary Share
Zenith Bidco Limited	DM Safety and Health Services Limited	24 A Ordinary Shares 7 B Ordinary Shares
Uni Topco Limited	Uni Bidco Limited	1 Ordinary Share
Uni Bidco Limited	Unisolve Ltd	1000 Ordinary Shares
Unisolve Ltd	Sayvol Environmental and Building Services Limited	1000 Ordinary Shares

SIGNATURES TO SECURITY ACCESSION DEED

THE NEW CHARGORS

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

DocuSigned by:
[Redacted Signature]
53B362ABF0A2452
Director

Name: Tom Gray

DocuSigned by:
[Redacted Signature]
1846D89474BF4B5
Director

Name: Stuart Abbs

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

DocuSigned by:
[Redacted Signature]
53B362ABF0A2452

Director

Name: Tom Gray

DocuSigned by:
[Redacted Signature]
1846D89474BF4B5.....

Director

Name: Stuart Abbs

Executed as a deed by
**CONSTRUCTION TESTING SOLUTIONS
LIMITED,**
acting by two directors:

DocuSigned by:
[Redacted]
53B362ABF0A2452

Director

Name: Tom Gray

DocuSigned by:
[Redacted Signature]
1846D694746F4B5...
Director

Name: Stuart Abbs

53B362ABF0A2452

Name: Tom Gray

1846D89474BF4B5..

Name: Stuart Abbs

Executed as a deed by
CGL 2014 LIMITED,
acting by two directors:

53B362ABF0A2452

Name: Tom Gray

1846D89474BF4B5...

Name: Stuart Abbs

Executed as a deed by
CARD GEOTECHNICS LIMITED,
acting by two directors:

53B362ABF0A2452

Name: Tom Gray

1846D89474BF4B5..

Name: Stuart Abbs

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

DocuSigned by:
[Redacted Signature]
53B874B5-0A7452

Director

Name: Tom Gray

DocuSigned by:
[Redacted]
1846D894748F4B5

Director

Name: Stuart Abbs

Executed as a deed by
**CONCEPT ENGINEERING CONSULTANTS
LTD,**
acting by two directors:

DocuSigned by:
[Redacted Signature]
53B382AB-0A2452

Director

Name: Tom Gray

DocuSigned by:
[Redacted Signature]
1846D89474BF4B5

Director

Name: Stuart Abbs

Executed as a deed by
IN SITU SITE INVESTIGATION LIMITED,
acting by two directors:

DocuSigned by:
[Redacted]
53B362ABF0A2452

Director

Name: Tom Gray

DocuSigned by:
[Redacted Signature]
1846D89474BF4B5

Director

Name: Stuart Abbs

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

DocuSigned by:

68A15ECAAD664B5

Director

Name: Paul Barry

DocuSigned by:

0DF2D-5F34R3402

Director

Name: David Harrison

Executed as a deed by
XAIS ASSET MANAGEMENT LIMITED,
acting by two directors:

-DocuSigned by:

-68A15ECAAD064B5.

Director

Name: Paul Barry


- DocuSigned by:

0DE2DE5F3483402


Director

Name: David Harrison

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


)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry

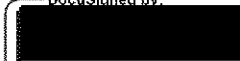
DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
XTRATEC LTD,
acting by two directors:


)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
PROJECT BAKELITE 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
PROJECT BAKELITE 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
SIMTEC MATERIALS TESTING LTD,
acting by two directors:


)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
SIMTEC MATERIALS CONSULTANTS LTD,
acting by two directors:


)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
TROYES 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
ZETA ANALYTICAL LIMITED,
acting by two directors:


)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE3F3483402.....
Director

Name: David Harrison

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

)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry

DocuSigned by:

DDE2DE3F3483402.....
Director

Name: David Harrison

Executed as a deed by
RSAN 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
THE RAMMSANDERSON GROUP LTD,
acting by two directors:

DocuSigned by:

68A15ECAAD664B5

Director

Name: Paul Barry

DocuSigned by:

-----DDE2D=5F3483402..

Director

Name: David Harrison

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

-DocuSigned by:

68A15ECAAD664B5..

Director

Name: Paul Barry


- DocuSigned by:

DDE2D E5F3483402..


Director

Name: David Harrison

Executed as a deed by
RAMMSANDERSON TRAINING LTD,
acting by two directors:


)
)
)
DocuSigned by:

68A15ECAAD684B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

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


)
)
)
DocuSigned by:

68A15ECAAD684B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

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

)
)
)
DocuSigned by:

68A15ECAAD684B5.....
Director

Name: Paul Barry

DocuSigned by:

DDE2DE5F3483402.....
Director

Name: David Harrison

Executed as a deed by
**DM SAFETY AND HEALTH SERVICES
LIMITED,**
acting by two directors:

DocuSigned by:

68A15ECAAD664B5

Director

Name: Paul Barry

- DocuSigned by:

• DDE2DE5F3483402.

Director

Name: David Harrison

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

DocuSigned by:

```

-----
- 68A15ECAAD664B5
-----

```

Director

Name: Paul Barry

DocuSigned by:

FD-205-3483402

Director

Name: David Harrison

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

-DocuSigned by:

68A15ECAAD664B5

Director

Name: Paul Barry


DocuSigned by:

-3DE2DE5E3483402


Director

Name: David Harrison

Executed as a deed by
UNISOLVE LTD,
acting by two directors:


)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry


DocuSigned by:

DDE2DE3F3483402.....
Director

Name: David Harrison

Executed as a deed by
SAYVOL ENVIRONMENTAL
BUILDING SERVICES LIMITED,
acting by two directors:

AND)
)
)
DocuSigned by:

68A15ECAAD664B5.....
Director

Name: Paul Barry

DocuSigned by:

DDE2DE3F3483402.....
Director

Name: David Harrison

THE COMPANY

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

)
)
)
)
DocuSigned by:
[Redacted Signature]
68A15ECAAD684B5.....
Director

Name: Paul Barry

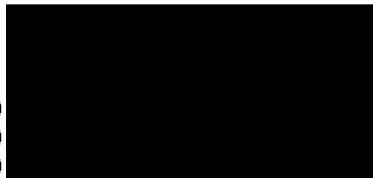
DocuSigned by:
[Redacted Signature]
DDE2DE3F3483402.....
Director

Name: David Harrison

The Security Agent

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

)
)
)



Authorised signatory

Tina Howson

