



**Registration of a Charge**

Company Name: **PROJECT C TOPCO LIMITED**

Company Number: **11623468**



XC4Q7VSA

Received for filing in Electronic Format on the: **31/05/2023**

**Details of Charge**

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

Charge code: **1162 3468 0008**

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: 11623468

Charge code: 1162 3468 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th May 2023 and created by PROJECT C TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st May 2023 .

Given at Companies House, Cardiff on 6th 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**

| <b>Company Name</b>                    | <b>Company Number</b> | <b>Jurisdiction of Incorporation</b> |
|--|-----------------------|--------------------------------------|
| 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**

| <b>Name of Chargor which holds the shares</b> | <b>Name of Obligor issuing shares</b>  | <b>Number and class</b>   |
|---|--|---|
| 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<br>1 A Ordinary Share<br>1 B Ordinary Share<br>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<br>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]  
53B362ARF0A2452

**Director**

**Name:** Tom Gray

DocuSigned by:  
[Redacted]  
1846D89474BF4B5

Director

**Name:** Stuart Abbs

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

DocuSigned by:  
[Redacted Signature]  
53B3E2ABF0A2452

**Director**

**Name:** Tom Gray

DocuSigned by:  
[Redacted Signature]  
1848D89474BF4B5

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]  
1846D89474B4B5...

## Director

**Name:** Stuart Abbs

Executed as a deed by  
**SILKSTONE ENVIRONMENTAL LIMITED,**  
acting by two directors:

**DocuSigned by:**

53B362ABF0A2452.

Director

**Name:** Tom Gray

**- DocuSigned by:**

1846D89474BF4B5..

Director

**Name:** Stuart Abbs

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

-DocuSigned by:

53B362ABF0A2452.

Director

**Name:** Tom Gray

- DocuSigned by:

1846D89474BF4B5...

Director

**Name:** Stuart Abbs

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

DocuSigned by:

53B362ABF0A2452

Director

**Name:** Tom Gray

- DocuSigned by:

1846D89474BF4B5..

Director

**Name:** Stuart Abbs

**Director**

**Name:** Tom Gray

Director

**Name:** Stuart Abbs

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

Director

**Name:** Tom Gray

Director

**Name:** Stuart Abbs

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

**Director**

**Name:** Tom Gray

**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:

68A15ECAA0664B5

Director

**Name:** Paul Barry

DocuSigned by:

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Director

**Name:** David Harrison

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

-DocuSigned by:

-68A15ECAAD664B5.

Director

**Name:** Paul Barry


- DocuSigned by:


0DE2D5F3483402

Director


**Name:** David Harrison

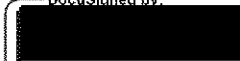
Executed as a deed by  
**XTRA BIDCO LIMITED,**  
acting by two directors:

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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:

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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:

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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:

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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:

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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:

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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:

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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:

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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:

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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:

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-----68A15ECAAD664B5
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**Director**

**Name:** Paul Barry

DocuSigned by:

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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:

0DE2DE5F3483402..

**Director**

**Name:** David Harrison



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

DocuSigned by:

68A15ECAAD664B5

**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:

68A15ECAA0664B5

Director

**Name:** Paul Barry

-DocuSigned by:

0DE2DE5F3483402..

Director

**Name:** David Harrison

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

-DocuSigned by:

68A15ECAAD064B5

Director

**Name:** Paul Barry

DocuSigned by:

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**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:

68A15ECAA0664B5

Director

**Name:** Paul Barry

DocuSigned by:

DE2D=5F3483402.

Director

**Name:** David Harrison

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

-DocuSigned by:

68A15ECAAD864B5

**Director**

**Name:** Paul Barry


DocuSigned by:


-2DF2DF5F3483402

**Director**


**Name:** David Harrison


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

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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 )  
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DocuSigned by:  
  
68A15ECAAD664B5.....  
**Director**  
  
**Name:** Paul Barry

DocuSigned by:  
  
DDE2DE3F3483402.....  
**Director**  
  
**Name:** David Harrison

THE COMPANY

Executed as a deed by  
**TIC BIDCO LINTIED**  
acting by two directors:

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

**Name:** Paul Barry

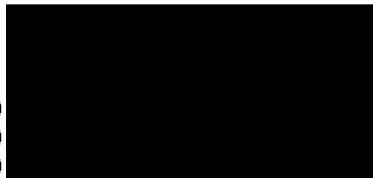
DocuSigned by:  
[Redacted Signature]  
DDE2DE3F3483402.....  
**Director**

**Name:** David Harrison

**The Security Agent**

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

)  
)  
)



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Authorised signatory

Tina Howson

