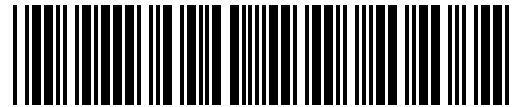




Registration of a Charge

Company Name: **LARSEN WATER MANAGEMENT LTD**

Company Number: **NI024918**



Received for filing in Electronic Format on the: **15/03/2024**

XCYWPMTF

Details of Charge

Date of creation: **13/03/2024**

Charge code: **NI02 4918 0001**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES AS DEFINED IN THE INSTRUMENT)**

Brief description:

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 WHICH HAS BEEN SIGNED ELECTRONICALLY BY THE PARTIES THERETO.**

Certified by:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI24918

Charge code: NI02 4918 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 13th March 2024 and created by LARSEN WATER MANAGEMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2024 .

Given at Companies House, Belfast on 20th March 2024

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**

ACCESSION DEED

THIS ACCESSION DEED is made on

13 March 2024

BETWEEN

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each an "**Acceding Company**");
- (2) **RSK GROUP LIMITED** (the "**Parent**"); and
- (3) **ARES MANAGEMENT LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 6 August 2021 and made between (1) the Chargors named in it and (2) the Security Agent (the "**Debenture**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture, as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants and undertakes in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (1) with full title guarantee; or (2) in relation to assets located in Scotland or subject to Scots law, with absolute warrandice; or (3) in relation to assets located in Northern Ireland or subject to Northern Irish law, as beneficial owner, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*), 4.5 (*Excluded Real Property*), 4.6 (*Excluded Securities*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property in England and Wales (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part 1 of Schedule 2 (*Details of Security Assets*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part 2 of Schedule 2 (*Details of Security Assets*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part 3 of Schedule 2 (*Details of Security Assets*) (if any)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part 4 of Schedule 2 (*Details of Security Assets*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part 5 of Schedule 2 (*Details of Security Assets*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part 6 of Schedule 2 (*Details of Security Assets*) (if any)), all claims under the Insurances and all proceeds of the Insurances.
- (vii) by way of first floating charge all of its present and future:

- (A) assets and undertakings (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 3 (*Grant of security*) or Clause 4 (*Fixed security*) of the Debenture or this clause 2(c) or any other provision of the Debenture; and
- (B) (whether or not effectively so charged or assigned) assets and undertaking located in Scotland or Northern Ireland or otherwise governed by Scots law or Northern Irish law.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets*) except:
 - (A) in respect of those Charged Securities (if any) which are stated to be held by a nominee for an Original Chargor, in which case such Original Chargor is the beneficial owner only of such Charged Securities; and
 - (B) in respect of any recently acquired Charged Securities, such legal and beneficial ownership is subject to registration of those shares in the register of shareholders of the entity whose Charged Securities have been so acquired;
- (ii) the Charged Securities listed in Part 2 of Schedule 2 (*Details of Security Assets*) to this Accession Deed constitute the entire share capital owned by each Acceding Company in the relevant company and constitutes the entire share capital of each such company; and
- (iii) Part 1 of Schedule 2 (*Details of Security Assets*) to this Accession Deed identifies all freehold and leasehold Real Property in England and Wales (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) Consent

Pursuant to clause 22.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and

- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 and/or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1

The Acceding Companies

No.	Company name	Registered number	Registered Office
1.	DWD Property and Planning Limited	15174312	Spring Lodge, 172 Chester Road, Helsby, Cheshire, United Kingdom, WA6 0AR
2.	Aurora Health Physics Services Limited	04276316	Spring Lodge, 172 Chester Road, Helsby, Cheshire, United Kingdom, WA6 0AR
3.	Homer Burgess Limited	SC055598	65 Sussex Street, Glasgow, Scotland, G41 1DX
4.	Deans Holdco Limited	SC783027	65 Sussex Street, Glasgow, Scotland, G41 1DX
5.	Deans Civil Engineering Limited	SC378926	65 Sussex Street, Glasgow, Scotland, G41 1DX
6.	Tarpave Limited	SC240089	65 Sussex Street, Glasgow, Scotland, G41 1DX
7.	Deans Developments (Kilbarchan) Ltd	SC744357	65 Sussex Street, Glasgow, Scotland, G41 1DX
8.	Larsen Water Management Ltd	NI024918	Alfred House, 19 Alfred Street, Belfast, Northern Ireland, BT2 8EQ

SCHEDULE 2

Details of Security Assets

Part 1

Real Property

Registered land				
Acceding Company	Address	Administrative Area	Title number	
<i>None at the date of this Deed</i>				
Unregistered Land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties

Part 2

Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
<i>None at the date of this Deed</i>				

Part 3

Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
DWD Property and Planning Limited	73	National Westminster Bank Plc	National Westminster Bank Plc 2-8 Church Street, Liverpool, Merseyside L1 3BG Sort code: 60-13-19
Aurora Health Physics Services Limited	72	National Westminster Bank Plc	National Westminster Bank Plc 2-8 Church Street, Liverpool, Merseyside L1 3BG Sort code: 60-13-19
Homer Burgess Limited	86	National Westminster Bank Plc	National Westminster Bank Plc 2-8 Church Street, Liverpool, Merseyside L1 3BG Sort code: 60-13-19
Deans Civil Engineering Limited	32	National Westminster Bank Plc	National Westminster Bank Plc 2-8 Church Street, Liverpool, Merseyside L1 3BG Sort code: 60-13-19
Tarpave Limited	43	National Westminster Bank Plc	National Westminster Bank Plc 2-8 Church Street, Liverpool, Merseyside L1 3BG Sort code: 60-13-19
Deans Developments (Kilbarchan) Ltd	23	National Westminster Bank Plc	National Westminster Bank Plc 2-8 Church Street, Liverpool, Merseyside L1 3BG

			Sort code: 60-13-19
Larsen Water Management Ltd	██████49	National Westminster Bank Plc	National Westminster Bank Plc 2-8 Church Street, Liverpool, Merseyside L1 3BG Sort code: 60-13-19
Aurora Health Physics Services Limited	██████82	Lloyds Bank Plc	Lloyds Bank Plc 1-2 High West Street Dorchester DT1 1UG Sort code: 30-92-69

Part 4

Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
<i>None at the date of this Deed</i>				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
<i>None at the date of this Deed</i>		

Part 5

Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
<i>None at the date of this Deed</i>			

Part 6

Insurances

Acceding Company	Insurer	Type of Insurance	Policy number
Homer Burgess Limited	Allianz Insurance Plc	Motor	BV24827747/06
Larsen Water Management Ltd	RSA Insurance Group Plc	Motor	RSAP9733921300

EXECUTION PAGES TO THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first date specified on page 1, by: **DEANS HOLDCO LIMITED** acting by:

Director

_____  _____

Name of Director:

_____ Alan Ryder _____

Director:

_____  _____

Name of Director:

_____ Abigail Draper _____

Address: 65 Sussex Street, Glasgow, Scotland, G41 1DX

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the first date specified on page 1, by: **DWD PROPERTY AND PLANNING LIMITED** acting by:

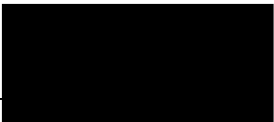
Director

_____  _____

Name of Director:

_____ Alan Ryder _____

Director:

_____  _____

Name of Director:

_____ Abigail Draper _____

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the first date specified on page 1, by: **AURORA HEALTH PHYSICS SERVICES LIMITED** acting by:

Director



Alan Ryder

Name of Director:

Director:



Abigail Draper

Name of Director:

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, England, WA6 0AR

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the first date specified on page 1, by: **HOMER BURGESS LIMITED** acting by:

Director

[Redacted Signature]

Name of Director:

Alan Ryder

Director:

[Redacted Signature]

Name of Director:

Abigail Draper

Address: 65 Sussex Street, Glasgow, Scotland, G41 1DX
Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the first date specified on page 1, by: **TARPAVE LIMITED** acting by:

Director

_____  _____

Name of Director:

_____ Alan Ryder _____

Director:

_____  _____

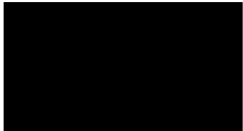
Name of Director:

_____ Abigail Draper _____

Address: 65 Sussex Street, Glasgow, Scotland, G41 1DX
Attention: Alan Ryder and Abigail Draper

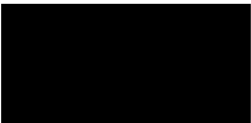
Executed as a deed, but not delivered until the first date specified on page 1, by: **DEANS DEVELOPMENTS (KILBARCHAN) LTD** acting by:

Director



Alan Ryder

Name of Director:



Director:

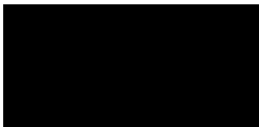
Abigail Draper

Name of Director:

Address: 65 Sussex Street, Glasgow, Scotland, G41 1DX
Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the first date specified on page 1, by: **LARSEN WATER MANAGEMENT LTD** acting by:

Director



Alan Ryder

Name of Director:

Director:



Abigail Draper

Name of Director:

Signature of witness



Sally Evans

Name of witness

Address of witness

Spring Lodge

Helsby

Cheshire

Occupation

General Counsel & Company Secretary

Signature of witness



Zoe Brunswick

Name of witness

Address of witness

Zoe Brunswick

Spring Lodge, 172 Chester Road

Helsby

Occupation

WAG OAR

Address: Alfred House, 19 Alfred Street, Belfast, Northern Ireland, BT2 8EQ

Attention: Alan Ryder and Abigail Draper

Executed as a deed, but not delivered until the first date specified on page 1, by: **DEANS CIVIL ENGINEERING LIMITED** acting by:

Director



Alan Ryder

Name of Director:

Director:



Abigail Draper

Name of Director:

Address: 65 Sussex Street, Glasgow, Scotland, G41 1DX
Attention: Alan Ryder and Abigail Draper

THE PARENT

Executed as a deed, but not delivered until the first date specified on page 1, by **RSK GROUP LIMITED** acting by:

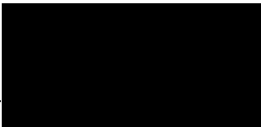
Director



Alan Ryder

Name of Director:

Director:



Abigail Draper

Name of Director:

Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, England, WA6 0AR

Attention: Alan Ryder and Abigail Draper

THE SECURITY AGENT

ARES MANAGEMENT LIMITED

By:



Name:

Daniel Sinclair

Title:

Authorised Signatory

Address: C/O Tmf Group, 13th Floor, One Angel Court, London, United Kingdom, EC2R 7HJ

Copy to: Ares Management Limited, 10 New Burlington Street, 6th Floor, London W1S 3BE

Attention: David Ribchester / Nishal Patel