



Registration of a Charge

Company Name: **CENTARA GROUP LTD**

Company Number: **08120950**



XB58VNYI

Received for filing in Electronic Format on the: **01/06/2022**

Details of Charge

Date of creation: **31/05/2022**

Charge code: **0812 0950 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: 8120950

Charge code: 0812 0950 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2022 and created by CENTARA GROUP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2022 .

Given at Companies House, Cardiff on 7th June 2022

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 31 May 2022

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 with full title guarantee or in relation to assets located in Scotland or subject to Scots law, with absolute warrandice, 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 0 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 undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 3 or Clause 4 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 otherwise governed by Scots 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 to the Accession Deed (Details of Security Assets) constitute the entire share capital owned by each Acceding Company in the relevant company; and

(iii) part 1 of schedule 2 (Details of Security Assets) 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 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.

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: Absolute Solar~~)
~~and Wind Ltd acting by:~~)

MC

Director _____ ~~at _____~~
- _____
Witness signature _____
- _____
Witness name: _____ ~~Samantha Kane~~
- _____
Witness address: _____ ~~45 Lower _____~~
_____ ~~_____~~
_____ ~~_____~~
- _____

~~Address: 65 Sussex Street, Glasgow, Scotland G41 1DX~~
~~Attention: Abigail Draper~~

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

Director

[Redacted Signature]

Witness signature

[Redacted Signature]

Witness name:

Samantha Kane

Witness address:

[Redacted Address]

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Centara**)
Bureau Services Ltd acting by:)

Director

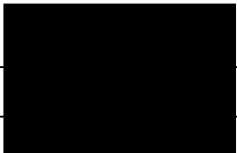


Witness signature

Samantha Kane

Witness name:


Witness address:



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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Centara**)
Engineering Services Ltd acting by:)

Director

_____  _____

Witness signature

Witness name:

Samantha Kane

Witness address:


_____  _____

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

Attention: Abigail Draper

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Centara Group**)
Ltd acting by:)

Director

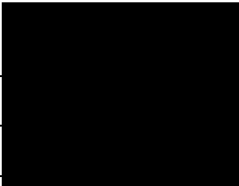


Witness signature

Witness name:

Samantha Kane

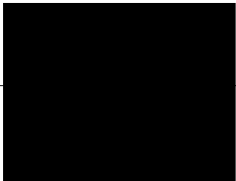
Witness address:



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

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

Director

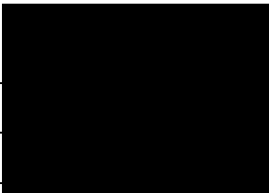
_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:

Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Enviroflow**)
Management Limited acting by:)

Director

Witness signature

Samantha Kane


Witness name:

Witness address:

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Fellows**)
Construction Consultants Ltd acting by:)

Director

_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:

Witness address:

_____  _____

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

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

Director

_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:


Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Optisol**)
Services Ltd acting by:)

Director

_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:

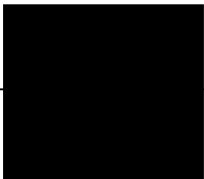
Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Richard Allitt**)
Associates Limited acting by:)

Director

_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:


Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **RSK Hi-Line**)
Limited acting by:)

Director

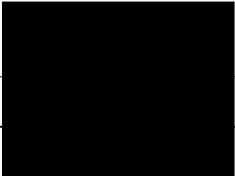
_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:

Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Singleton**)
Clamp & Partners Limited acting by:)

Director



Witness signature

Witness name:

Samantha Kane

Witness address:



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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Stephenson**)
Halliday Limited acting by:)

Director

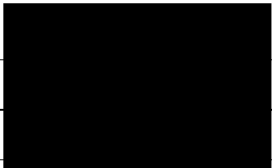
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Witness signature

_____ Samantha Kane _____

Witness name:

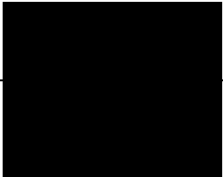
Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Streetwise UK**)
Management Limited acting by:)

Director

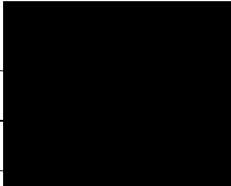
_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:

Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Thus**)
Consultants Ltd acting by:)

Director

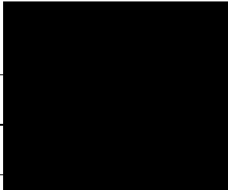


Witness signature

Samantha Kane

Witness name:


Witness address:



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

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

Director

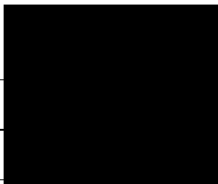
_____  _____

Witness signature

_____ Samantha Kane _____

Witness name:

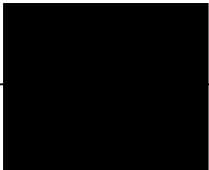
Witness address:

_____  _____

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

Executed as a deed, but not delivered until the)
first date specified on page 1, by: **Watertrain**)
Acquisitions Limited acting by:)

Director


_____  _____

Witness signature

Samantha Kane

Witness name:

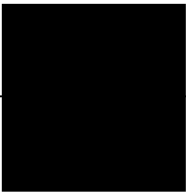
Witness address:

_____  _____

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

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

Director

_____  _____

Witness signature

Samantha Kane

Witness name:

Witness address:


_____  _____

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

_____  _____

Witness signature

Witness name:

Samantha Kane

Witness address:

_____  _____


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

THE SECURITY AGENT

Signed by John Atherton for

and on behalf of **Ares Management**

Limited:

Signature 

Address: C/O Tmf Group 8th Floor, 20 Farringdon Street, London, United Kingdom, EC4A 4AB

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

Attention: David Ribchester / Nishal Patel

SCHEDULE 1
The Acceding Companies

Company name	Registered number	Registered Office
Absolute Solar and Wind Ltd	SC328796	65 Sussex Street Glasgow, Scotland G41 1DX
Ceetech Limited	04242024	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Centara Bureau Services Ltd	07819679	Spring Lodge 172 Chester Road, Helsby, Frodsham, England, WA6 0AR
Centara Engineering Services Ltd	10862027	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Centara Group Ltd	08120950	Spring Lodge 172 Chester Road, Helsby, Frodsham, England, WA6 0AR
Centara Ltd	07015837	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Enviroflow Management Limited	07227667	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Fellows Construction Consultants Ltd	08722651	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Fishtek Limited	03749571	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Optisol Services Ltd	10212112	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Richard Allitt Associates Limited	03255404	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR

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RSK Hi-Line Limited	13765064	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Singleton Clamp & Partners Limited	03728935	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Stephenson Halliday Limited	04179680	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Streetwise UK Management Limited	05129606	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Thus Consultants Ltd	12258876	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Windtechs Ltd	06369650	Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR
Watertrain Acquisitions Limited	08571292	Suite A4, Chadwick House, Birchwood Park, Warrington, United Kingdom, WA3 6AE
Watertrain Limited	06401993	Suite A4, Chadwick House, Birchwood Park, Warrington, United Kingdom, WA3 6AE

SCHEDULE 2**Part 1 Real Property**

Registered land				
Acceding Company	Address	Administrative Area		Title number
Centara Ltd	Lease of Unit 1 Woodside Court, Normanton	Wakefield,	West Yorkshire	WYK805458
Unregistered Land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Deed				

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
Centara Group Ltd	Centara Ltd	Ordinary shares of £1.00 each	100	100 Ordinary shares of £1.00 each
Centara Group Ltd	Centara Bureau Services Ltd	Ordinary shares of £0.01 each	100	100 Ordinary shares of £0.01 each
Centara Group Ltd	Centara Engineering Services Ltd	Ordinary shares of £0.01	100	100 Ordinary shares of £0.01 each
Thus Consultants Ltd	Singleton Clamp & Partners Limited	Ordinary shares of £0.01	170	17 Ordinary shares of £0.01
Thus Consultants Ltd	Singleton Clamp & Partners	A shares of £0.01	30	30 A shares of £0.01

	Limited			
Watertrain Limited	Watertrain Acquisition Limited	Ordinary shares of £1.00	200	200 Ordinary shares of £1.00

Part 3 Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Ceetech Limited	██████72	Metro Bank Plc	23-05-80 N/A
Centara Bureau Services Ltd	██████27	National Westminster Bank Plc	54-30-64 PONTEFRAC
Centara Engineering Services Ltd	██████69	National Westminster Bank Plc	52-30-29 DEWSBURY CSB
Centara Ltd	██████95	National Westminster Bank Plc	54-30-64 PONTEFRAC
Centara Ltd	██████52	National Westminster Bank Plc	54-30-64 PONTEFRAC
Enviroflow Management Limited	██████83	National Westminster Bank Plc	60-13-19 LIVERPOOL. CITY OFFICE
Fishtek Limited	██████60	Lloyds Bank Plc	30-98-69 TOTNES
Fishtek Limited	██████78	National Westminster Bank Plc	60-13-19 LIVERPOOL. CITY OFFICE
Optisol Services Ltd	██████08	HSBC UK Bank Plc	40-20-38 NEWMARKET
Richard Allitt Associates Limited	██████52	National Westminster Bank Plc	60-10-26 HAYWARDS HEATH
Richard Allitt Associates Limited	██████46	National Westminster Bank Plc	60-10-26 HAYWARDS HEATH

Richard Allitt Associates Limited	██████25	National Westminster Bank Plc	60-10-26 HAYWARDS HEATH
RSK Hi-Line Limited	██████91	National Westminster Bank Plc	60-13-19 LIVERPOOL. CITY OFFICE
Stephenson Halliday Limited	██████97	Handelsbanken	40-51-62 N/A
Stephenson Halliday Limited	██████50	Handelsbanken	40-51-62 N/A
Stephenson Halliday Limited	██████12	Handelsbanken	40-51-62 N/A
Stephenson Halliday Limited	██████78	National Westminster Bank Plc	60-72-10 BOLTON CSC 2
Stephenson Halliday Limited	██████69	National Westminster Bank Plc	60-13-19 LIVERPOOL. CITY OFFICE
Streetwise UK Management Limited	██████16	National Westminster Bank Plc	60-13-19 LIVERPOOL. CITY OFFICE
Windtechs Ltd	██████92	Santander UK Plc	09-01-27 N/A
Watertrain Acquisitions Limited	██████12	National Westminster Bank Plc	60-40-08 CHESTER
Watertrain Limited	██████65	National Westminster Bank Plc	60-40-08 CHESTER
Watertrain Limited	██████69	National Westminster Bank Plc	60-40-08 CHESTER

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
Enviroflow Management Limited	Aviva	Engineering and Construction	100679886ENG
Streetwise UK Management Limited	Aviva	Engineering and Construction	100679886ENG