

MR01

Particulars of a charge

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A fee is payable with this form
Please see 'How to pay' on page 2

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument.

☒ What this form is NOT for
You may not use this form to
register a charge which is not
an instrument. Use form MR02.

TUESDAY



L61713FK

L14

28/02/2017

#77

COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 03076187
Company name in full Morrison Data Services Limited

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 23/02/2017

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name HSBC Corporate Trustee Company (UK) Limited
(the Security Agent)

Name

Name

Name


If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.




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Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description N/A	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X  X on behalf of the Security Agent This form must be signed by a person with an interest in the charge	

MR01


Particulars of a charge


 Presenter information	
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record	
Contact name	Matthew Short
Company name	Allen & Overy LLP
Address	One Bishops Square
Post town	London
County/Region	
Postcode	E 1 6 A D
Country	United Kingdom
DX	
Telephone	020 3088 0000

<input checked="" type="checkbox"/> Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

<input checked="" type="checkbox"/> Checklist
We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following	
<input checked="" type="checkbox"/>	The company name and number match the information held on the public Register
<input checked="" type="checkbox"/>	You have included a certified copy of the instrument with this form
<input checked="" type="checkbox"/>	You have entered the date on which the charge was created.
<input checked="" type="checkbox"/>	You have shown the names of persons entitled to the charge.
<input checked="" type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input checked="" type="checkbox"/>	You have given a description in Section 4, if appropriate.
<input checked="" type="checkbox"/>	You have signed the form.
<input checked="" type="checkbox"/>	You have enclosed the correct fee.
<input checked="" type="checkbox"/>	Please do not send the original instrument; it must be a certified copy

 Important information
Please note that all information on this form will appear on the public record

 How to pay
A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.
Make cheques or postal orders payable to 'Companies House'

 Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below
For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)
For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N.R. Belfast 1

 Further information
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk
This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 3076187

Charge code: 0307 6187 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2017 and created by MORRISON DATA SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2017

Given at Companies House, Cardiff on 6th March 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ALLEN & OVERY LLP
15 ABchurch SQUARE
LONDON E1 6AD
www.allenoverly.com

DEBENTURE DEED OF ACCESSION

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO SECTION 859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

THIS DEED is made on 23 February 2017

ALLEN & OVERY LLP
Allen & Overy
28.02.17

BETWEEN:

- (1) **MORRISON DATA SERVICES LIMITED** (formerly known as **G4S UTILITY AND OUTSOURCING SERVICES (UK) LIMITED**) (a company incorporated in England and Wales with registered number 03076187 and its registered office at Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire, England, SG1 2ST) (the *Additional Chargor*);
- (2) **THOR HOLDCO LIMITED** for itself and as attorney for each of the other Chargors as defined in the Security Agreement referred to below (the *Parent*); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** for itself and as agent and trustee for each of the other Secured Parties as defined in the Security Agreement referred to below (the *Security Agent*).

Whereas:

- (A) The Additional Chargor is a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a security agreement dated 20 September 2016 (the *Security Agreement*) between, among others, the Parent (as an Original Chargor), the other Original Chargors and the Security Agent
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. The Additional Chargor shall also, by execution of separate instruments, become a party to the other Finance Documents as an Obligor

It is agreed as follows:

1. INTERPRETATION

- (a) In this Deed, unless the context otherwise requires or a contrary indication appears
 - (i) terms defined in the Security Agreement have the same meanings when used in this Deed; and
 - (ii) the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as if set out in full in this Deed, except that references to the Security Agreement shall be construed as references to this Deed.
- (b) This Deed is a Finance Document and a Transaction Security Document

2. ACCESSION

With effect from the date of this Deed, the Additional Chargor:

- (a) shall become a party to the Security Agreement in the capacity of a Chargor; and
- (b) shall be bound by, and shall comply with, all of the terms of the Security Agreement which are expressed to be binding on a Chargor,

in each case, as if it had always been a party to the Security Agreement as a Chargor.

3. CREATION OF SECURITY

3.1 Investments

(a) The Additional Chargor charges.

- (i) by way of a first legal mortgage all shares in any Obligor or Material Subsidiary owned by it or held by any nominee on its behalf, including any specified in Part 1 of Schedule 1 (Shares), and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf in relation to any Obligor or Material Subsidiary,

except that no Chargor shall be required to grant security under this Clause in respect of shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee on its behalf in, or in respect of, any members of the Group incorporated outside England and Wales (together Excluded Investments)

(b) A reference in this Clause to a mortgage or charge of any stock, share debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

3.2 Accounts

The Additional Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Secured Accounts and the debt represented by it

3.3 Other contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) any agreement to which it is a party (except to the extent that it is subject to any fixed security created under any other term of this Clause) specified in Part 3 of Schedule 1 (*Secured Assets*) under the heading "Relevant Contracts",
- (b) any receivables owing to that Chargor by any other member of the Group; and
- (c) any other agreement designated as a Relevant Contract by the relevant Chargor and the Security Agent.

3.4 Floating charge

- (a) The Additional Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.

- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if
 - (i) a Declared Default has occurred; or
 - (ii) the Security Agent (acting reasonably) considers those assets to be in material danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, in each case, in respect of that Chargor
- (e) The floating charge created by this Clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. RELATIONSHIP BETWEEN THIS DEED AND THE SECURITY AGREEMENT

- (a) With effect from the date of this Deed
 - (i) the Security Agreement shall be read and construed for all purposes as if.
 - (A) the Additional Chargor had been an original party to the Security Agreement in the capacity of a Chargor,
 - (B) the rights, obligations and liabilities of, under or in connection with the Security Agreement apply to the Additional Chargor in the capacity of a Chargor, and
 - (C) the provisions of the Security Agreement which are consistent with this Deed, or in respect of which this Deed is silent, apply to the Additional Chargor,

but, in each case, so that the Transaction Security created on this accession shall be created on the date of this Deed,
 - (ii) the provisions of the Security Agreement which are expressed to apply to the Security Agent, any Secured Party, any Receiver or any other person shall apply to this Deed as if set out in full in this Deed except that references to the Security Agreement shall include this Deed; and
 - (iii) unless the context otherwise requires, any reference in the Security Agreement to "this Deed" and similar phrases shall include this Deed and all references in the Security Agreement to any relevant schedule to the Security Agreement (or any part of it) shall include a reference to the Schedule (*Security Assets*) to this Deed (or relevant part of it).
- (b) All Transaction Security:

- (i) is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties;
 - (ii) is created free from any security interest (other than any Transaction Security),
 - (iii) is created over the present and future assets of each Chargor, and
 - (iv) is a continuing security for the payment, discharge and performance of all of the Secured Obligations, shall extend to the ultimate balance of all amounts payable under the Finance Documents and shall remain in full force and effect until the Final Discharge Date. No part of the Transaction Security shall be considered to be satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.
- (e) The Security Agent holds the benefit of this Deed, the Security Agreement and the Transaction Security on trust for itself and each of the other Secured Parties from time to time on the terms of the Intercreditor Agreement

5. PARENT ACKNOWLEDGMENT

The Parent, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

6. EXECUTION AS A DEED

Each party to this Deed intends this Deed to take effect as a deed, and confirms that it is executed and delivered as a deed, notwithstanding the fact that any one or more of those parties may only execute this Deed under hand

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party to this Deed on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

8. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with this Deed are governed by English law.

THIS DEED has been executed and delivered as a **DEED** on the date stated at the beginning of this Deed

SCHEDULE 1
SECURITY ASSETS
PART 1
SHARES

Additional Chargor	Issuer/member of the Group	Number and class of shares	Details of nominees holding legal title
N/A	N/A	N/A	N/A

PART 2
SECURED ACCOUNTS

Additional Chargor	Account Bank	Account number	Sort code	Account Alias
Morrison Data Services Limited	National Westminster Bank	2165		G4S UTILITY SERVICES (UK) LTD

PART 3
RELEVANT CONTRACTS

Additional Chargor	Date of Relevant Contract	Parties	Description
N/A	N/A	N/A	N/A

SIGNATORIES TO THE DEED OF ACCESSION

THE ADDITIONAL CHARGOR

EXECUTED AS A DEED by

MORRISON DATA SERVICES LIMITED
(formerly known as G4S UTILITY AND
OUTSOURCING SERVICES (UK)
LIMITED)

acting by:

[REDACTED]

Signature of Director

M. Beasley.

Name of Director

in the presence of

[REDACTED]

Signature of witness

HOLLIE BATH

Name of witness (in BLOCK CAPITALS)

[REDACTED]

Address of witness

[REDACTED]

[REDACTED]

THE PARENT

EXECUTED AS A DEED by

THOR HOLDCO LIMITED

acting by.

[Redacted Signature]

J. M. ASW OWS

Signature of Director

Name of Director

in the presence of

[Redacted Signature]

HOLLIE BATH

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

Signature of witness

Name of witness (in BLOCK CAPITALS)

Address of witness

THE SECURITY AGENT

HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED

By 

Address.

HSBC Bank plc
8 Canada Square
London E14 5HQ

WITNESS

WITNESS NAME

WITNESS ADDRESS


Chloe Slattery
HSBC Bank plc
8 Canada Square
London
E14 5HQ