

MR01

Particulars of a charge

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

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

☒ What this form is for  
You may not use this form to  
register a charge created or evidenced by  
an instrument Use form MR02



LD3 11/11/2016 #103  
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 the form is 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 06508968  
Company name in full MORRISON UTILITY SERVICES HOLDINGS LIMITED

2 For official use

→ Filling 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 09/11/2016

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

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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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

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ 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

☒ Yes

☐ No

8

Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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 Jennifer Chung

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



### 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.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- [x] The company name and number match the information held on the public Register
- [x] You have included a certified copy of the instrument with this form
- [x] You have entered the date on which the charge was created
- [x] You have shown the names of persons entitled to the charge
- [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- [x] You have given a description in Section 4, if appropriate
- [x] You have signed the form
- [x] You have enclosed the correct fee
- [x] 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number 6508968

Charge code: 0650 8968 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2016 and created by MORRISON UTILITY SERVICES HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2016

P

Given at Companies House, Cardiff on 17th November 2016



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**Deed Of Accession**

**THIS DEED** is made on <sup>F&D</sup> ~~9 October~~ <sup>November</sup> 2016

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP  
11.11.2016

**BETWEEN:**

- (1) **MORRISON UTILITY SERVICES HOLDINGS LIMITED** (a company incorporated in England and Wales with registered number 06508968 and its registered office at Abel Smith House, Gunnels Wood Road, Stevenage, Hertfordshire, 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 A 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 C of the Schedule (*Security 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.
- (a) 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.
- (c) 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 A  
Shares**

<b>Additional Chargor</b>	<b>Issuer/member of the Group</b>	<b>Number and class of shares</b>	<b>Details of nominees holding legal title</b>
MORRISON UTILITY SERVICES HOLDINGS LIMITED	MORRISON UTILITY SERVICES LIMITED	20,000,000 ordinary shares	N/A

**Part B  
Secured Accounts**

<b>Additional Chargor</b>	<b>Account Bank</b>	<b>Account number</b>	<b>Sort code</b>	<b>Account Alias</b>
N/A	N/A	N/A	N/A	N/A

**Part C  
Relevant Contracts**

<b>Additional Chargor</b>	<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Description</b>
N/A	N/A	N/A	N/A

**SIGNATORIES TO THE DEED OF ACCESSION**

**THE ADDITIONAL CHARGOR**

**EXECUTED as a DEED by** )  
**MORRISON UTILITY** )  
**SERVICES HOLDINGS**  
**LIMITED**  
acting by: )

*M Beesley*

Director

Witness signature:

Name:

J DEAN

Address

**THE PARENT**

**EXECUTED** as a **DEED** by  
**THOR HOLDCO LIMITED**  
acting by

)  
)  
)



Director *Peter Petrov*

Witness signature



Name: *ZHEN NING YANG*

Address:



**THE SECURITY AGENT  
HSBC CORPORATE  
TRUSTEE COMPANY (UK)  
LIMITED**

By.



Luke Ashby  
Authorised Signatory

Address

HSBC Bank plc  
8 Canada Square  
London  
E14 5HQ

Fax