



Registration of a Charge

Company Name: **MGS WATER LIMITED**

Company Number: **06508968**



XCYYZTWR

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

Details of Charge

Date of creation: **05/03/2024**

Charge code: **0650 8968 0007**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED (AS SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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: **MILBANK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6508968

Charge code: 0650 8968 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2024 and created by MGS WATER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2024 .

Given at Companies House, Cardiff on 19th 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**

EXECUTION VERSION

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED (this Deed) is made on **5 March 2024**

BETWEEN:

- (1) **MINERVA BIDCO LIMITED**, a company incorporated in England and Wales with registered number 11279441 (the **Company**);
- (2) Each entity listed in Schedule 1 to this Security Accession Deed (each, an **Additional Chargor** and together, the **Additional Chargors**); and
- (3) **KROLL TRUSTEE SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the **Security Agent**).

RECITAL:

This deed is supplemental to a debenture dated 15 November 2023 between the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the **Debenture**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (Construction) to 1.10 (Permitted Transactions and releases) 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" and other similar expressions were references to this deed.

2. ACCESSION OF ADDITIONAL CHARGORS

2.1 Accession

Each Additional 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

Each Additional Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the Secured Debt Documents.

2.3 Specific Security

Subject to Clause 1.7 (Excluded Assets) of the Debenture, each Additional Chargor, as continuing security for the payment of its 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) all its Shares and all corresponding Related Rights;
- (b) all monies standing to the credit of the Accounts and all of its rights, title and interest in relation to those accounts.

2.4 Floating Charge

- (a) As further continuing security for the payment of its Secured Obligations, subject to Clause 1.7 (Excluded Assets) of the Debenture, each Additional Chargor (other than a Foreign Chargor) charges with full title guarantee in favour of the Security Agent by way of a floating charge all its present and future assets, undertakings and rights.
- (b) Without prejudice to Clause 1.7 (Excluded Assets) of the Debenture, paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to paragraph (a) above.

2.5 Implied covenants for title

The Security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted or not prohibited under the Secured Debt Documents).

3. NEGATIVE PLEDGE

Each Additional Chargor may not:

- (a) create or permit to subsist any Security upon any part of the Charged Property where such Security is securing any Financial Indebtedness; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property,

except as permitted under or not prohibited by the Secured Debt Documents or otherwise with the prior consent of the Security Agent (acting on the instructions of the Instructing Group).

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) 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" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

5. DESIGNATION AS A FINANCE DOCUMENT

This Deed is designated as a Finance Document for the purposes of the Senior Facilities Agreement.

6. FAILURE TO EXECUTE

Failure by one or more parties (Non-Signatories) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. GOVERNING LAW

- (a) This Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this Deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.
- (b) The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

ADDITIONAL CHARGORS

Acceding Company	Jurisdiction of incorporation	Registration Number
Antagrade Electrical Limited	England and Wales	01763529
Avonline Network Services Limited	England and Wales	10201726
Callisto Data Limited	England and Wales	12266916
Dyer and Butler Limited	England and Wales	01450372
KH Engineering Services Ltd	England and Wales	07523778
M Group Services Limited	England and Wales	10260164
M Group Services Plant & Fleet Solutions Limited	England and Wales	12291050
M Group Transport Limited	England and Wales	04807657
MGS Water Limited	England and Wales	06508968
Magdalene Limited	England and Wales	03198823
Morrison Energy Services (Transmission Networks) Limited	England and Wales	00245626
Milestone Infrastructure Limited	England and Wales	13007933
Morrison Data Services Limited	England and Wales	03076187
Morrison Energy Services Limited	England and Wales	12291202
Morrison Telecom Services Limited	England and Wales	07563201
Morrison Water Services Limited	England and Wales	04530602
Planned Maintenance (Pennine) Limited	England and Wales	01709526
Protect My Property Services Limited	England and Wales	01494103
Seeka Limited	England and Wales	13753900
Waldon Telecom Limited	England and Wales	03651880
Z-Tech Control Systems Limited	England and Wales	03353499
M Group Telecoms Limited	England and Wales	05411521
MGS Energy Limited	England and Wales	13753095
Agility Eco Services Ltd	England & Wales	08304360

Agility Survey Ltd	England & Wales	08957001
Bierce Surveying Ltd	England & Wales	05982771
Alsace Bidco Limited	England & Wales	15311360
Agility Impact Holdings Limited	England & Wales	12207056

SIGNATORIES

The Additional Chargors

EXECUTED as a DEED by)
ANTAGRADE ELECTRICAL LIMITED)
acting by: [REDACTED])
[REDACTED])

Authorised signatory

in the presence of:

Signature of witness: [REDACTED]

Name of witness: Ben Morrill

Address of witness: [REDACTED]

EXECUTED as a DEED by)
AVONLINE NETWORK SERVICES LIMITED)
acting by: [REDACTED])
[REDACTED])

Authorised signatory

in the presence of:

Signature of witness: [REDACTED]

Name of witness: Ben Morrill

Address of witness: [REDACTED]

EXECUTED as a **DEED** by)
CALLISTO DATA LIMITED)
acting by: [Redacted])
[Redacted])

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a **DEED** by)
DYER AND BUTLER LIMITED)
acting by: [Redacted])
[Redacted])

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a **DEED** by)
KH ENGINEERING SERVICES LTD)
acting by: [Redacted])
[Redacted])

Authorised signatory

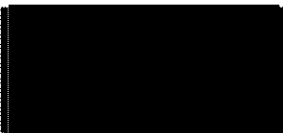
in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]


EXECUTED as a DEED by
M GROUP SERVICES LIMITED

acting by: 

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)

Authorised signatory

in the presence of:

Signature of witness: 

Name of witness: Ben Morrill

Address of witness: 


EXECUTED as a DEED by
M GROUP SERVICES PLANT & FLEET
SOLUTIONS LIMITED

acting by: 

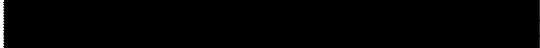
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)
)

Authorised signatory

in the presence of:

Signature of witness: 

Name of witness: Ben Morrill

Address of witness: 


EXECUTED as a DEED by
M GROUP TRANSPORT LIMITED

acting by: 

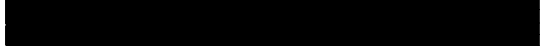
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Authorised signatory

in the presence of:

Signature of witness: 

Name of witness: Ben Morrill

Address of witness: 

EXECUTED as a DEED by)
MGS WATER LIMITED)
acting by: [Redacted])
[Redacted])

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a DEED by)
MAGDALENE LIMITED)
acting by: [Redacted])
[Redacted])

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a DEED by)
MORRISON ENERGY SERVICES)
(TRANSMISSION NETWORKS))
LIMITED acting by:)
[Redacted]

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a DEED by)
MILESTONE INFRASTRUCTURE LIMITED)
acting by: [Redacted])
[Redacted])

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a DEED by)
MORRISON DATA SERVICES LIMITED)
acting by: [Redacted])
[Redacted])

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a DEED by)
MORRISON ENERGY SERVICES LIMITED)
acting by: [Redacted])
[Redacted])

Authorised signatory

in the pres

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a DEED by)
MORRISON TELECOM SERVICES LIMITED)
acting by: [redacted])
[redacted])

Authorised signatory

in the presence of:

Signature of witness: [redacted]

Name of witness: Ben Morrill

Address of witness: [redacted]

EXECUTED as a DEED by)
MORRISON WATER SERVICES LIMITED)
acting by: [redacted])
[redacted])

Authorised signatory

in the presence of:

Signature of witness: [redacted]

Name of witness: Ben Morrill

Address of witness: [redacted]

EXECUTED as a DEED by)
PLANNED MAINTENANCE (PENNINE))
LIMITED)
acting by: [redacted])
[redacted])

Authorised signatory

in the presence of:

Signature of witness: [redacted]

Name of witness: Ben Morrill

Address of witness: [redacted]

EXECUTED as a DEED by
PROTECT MY PROPERTY SERVICES
LIMITED
acting by:

[Redacted Signature]

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)

Authorised signatory

in the presence of:

Signature of witness: [Redacted Signature]

Name of witness: Ben Morrill

Address of witness: [Redacted Address]

EXECUTED as a DEED by
SEEKA LIMITED
acting by:

[Redacted Signature]

)
)
)
)

Authorised signatory

in the presence of:

Signature of witness: [Redacted Signature]

Name of witness: Ben Morrill

Address of witness: [Redacted Address]

EXECUTED as a DEED by
WALDON TELECOM LIMITED acting
by:

[Redacted Signature]

)
)
)
)

Authorised signatory

in the presence of:

Signature of witness: [Redacted Signature]

Name of witness: Ben Morrill

Address of witness: [Redacted Address]

EXECUTED as a DEED by)
Z-TECH CONTROL SYSTEMS LIMITED)
acting by: [REDACTED])
[REDACTED])

Authorised signatory

in the presence of:

Signature of witness: [REDACTED]

Name of witness: Ben Morrill

Address of witness: [REDACTED]

EXECUTED as a DEED by)
M GROUP TELECOMS LIMITED)
acting by: [REDACTED])
[REDACTED])

Authorised signatory

in the presence of:

Signature of witness: [REDACTED]

Name of witness: Ben Morrill

Address of witness: [REDACTED]

EXECUTED as a DEED by)
MGS ENERGY LIMITED)
acting by: [REDACTED])
[REDACTED])

Authorised signatory

in the presence of:

Signature of witness: [REDACTED]

Name of witness: Ben Morrill

Address of witness: [REDACTED]

EXECUTED as a **DEED** by
AGILITY ECO SERVICES LTD
acting by:

[Redacted Signature]

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)
)

Authorised signatory

in the presence of:

Signature of witness: [Redacted Signature]

Name of witness: Ben Morrill

Address of witness: [Redacted Address]

EXECUTED as a **DEED** by
AGILITY SURVEY LTD
acting by:

[Redacted Signature]

)
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)
)

Authorised signatory

in the prese

Signature of witness: [Redacted Signature]

Name of witness: Ben Morrill

Address of witness: [Redacted Address]

EXECUTED as a **DEED** by
BIERCE SURVEYING LTD
acting by:

[Redacted Signature]

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Authorised signatory

in the presence of:

Signature of witness: [Redacted Signature]

Name of witness: Ben Morrill

Address of witness: [Redacted Address]

EXECUTED as a DEED by)
ALSACE BIDCO LIMITED)
acting by: [Redacted])
)

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

EXECUTED as a DEED by)
AGILITY IMPACT HOLDINGS LIMITED)
acting by: [Redacted])
)

Authorised signatory

in the presence of:

Signature of witness: [Redacted]

Name of witness: Ben Morrill

Address of witness: [Redacted]

The Company

EXECUTED as a **DEED** by
MINERVA BIDCO LIMITED
acting by: 

)
)
)
)

Authorised signatory

in the presence of:

Signature of witness: 

Name of witness: Ben Morrill

Address of witness: 

The Security Agent

KROLL TRUSTEE SERVICES LIMITED

By:  _____

Title: **Senior Transaction Manager**