



**Registration of a Charge**

Company name: **GCS Bidco Limited**

Company number: **10713573**

Received for Electronic Filing: **24/07/2017**



X6BC75IJ

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**Details of Charge**

Date of creation: **17/07/2017**

Charge code: **1071 3573 0001**

Persons entitled: **HSBC INVOICE FINANCE (UK) LIMITED AS SECURITY AGENT**

Brief description: **ALL ITS RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY, ASSETS AND UNDERTAKING OWNED BY THE COMPANY OR IN WHICH IT HAS AN INTEREST INCLUDING ALL THE FREEHOLD AND LEASEHOLD REAL PROPERTY (IF ANY) OTHER THAN THE SHORT LEASEHOLD PROPERTY (IF ANY), ALL CHARGE SECURITIES AND SECURITY RIGHTS ACCRUING TO THEM, ALL INTELLECTUAL PROPERTY (IF ANY), THE RELEVANT CONTRACTS (IF ANY) AND THE INSURANCES (IF ANY).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **LUKE ROBINSON**



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

Company number: 10713573

Charge code: 1071 3573 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2017 and created by GCS Bidco Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2017 .

Given at Companies House, Cardiff on 26th July 2017

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 to the Debenture

THIS ACCESSION DEED is made on

17 July

2017

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) WESTMINSTER MIDCO 2 LIMITED (the "Parent"); and
- (3) HSBC INVOICE FINANCE (UK) LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

### BACKGROUND

This Accession Deed is supplemental to a debenture dated 26 November 2014 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 COMPANIES

##### (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 in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.



DLA PIPER

LR/LR/68860/120697/UKM/83615218.1

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE

21/7/2017

SIGNED

DLA PIPER UK LLP

DLA Piper UK LLP  
L. Robinson

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, 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 Property*) 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 (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 Securities Rights from time to time accruing to them;
- (iii) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 3 of schedule 2 (*Details of Security Assets*) (if any));
- (iv) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 4 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
- (v) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(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 at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all the Security Assets identified against its name in schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*);
- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*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.

# SCHEDULE 1 TO THE ACCESSION DEED

## The Acceding Companies

Company name	Registered number	Registered office
GCS Recruitment Holdings Limited	06609808	222 Bishopsgate, London, EC2M 4QD
GCS Bidco Limited	10713573	222 Bishopsgate, London, EC2M 4QD
GCS Recruitment Specialists Limited	05609278	222 Bishopsgate, London, EC2M 4QD

## **SCHEDULE 2 TO THE ACCESSION DEED**

### **Details of Security Assets owned by the Acceding Companies**

#### **Part 1 - Real Property**

Intentionally left blank

#### **Part 2 - Charged Securities**

<b>Acceding Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
GCS Bidco Limited	GCS Recruitment Holdings Limited	Ordinary shares of £0.01 each	500	1,001
GCS Bidco Limited	GCS Recruitment Holdings Limited	A ordinary shares of £0.01	501	1,001
GCS Recruitment Holdings Limited	GCS Recruitment Specialists Limited	Ordinary shares of £0.01	1,000	1,000

#### **Part 3 - Intellectual Property**

Intentionally left blank

#### **Part 4 - Relevant Contracts**

Intentionally left blank

#### **Part 5 - Insurances**

Intentionally left blank



EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

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



Signature of Director

ANDREW BURCHALL

Name of Director

in the presence of



Signature of witness

ALEXANDER PICKETT

Name of witness

Address of witness

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT

SOLICITOR

Occupation of witness

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



Signature of Director

ANDREW BURCHALL

Name of Director

in the presence of



Signature of witness

ALEXANDER PICKETT

Name of witness

Address of witness

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT

SOLICITOR

Occupation of witness

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



Signature of Director

ANDREW BURRELL

Name of Director

in the presence of



Signature of witness

ALEXANDER PICCOTT

Name of witness

Address of witness

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT

SOLICITOR

Occupation of witness

#### THE PARENT

Executed as a deed, but not delivered until the first date specified on page 1, by WESTMINSTER MIDCO 2 LIMITED acting by:



Signature of Director

ANDREW BURRELL

Name of Director

in the presence of



Signature of witness

ALEXANDER PICCOTT

Name of witness

Address of witness

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT

SOLICITOR

Occupation of witness

THE SECURITY AGENT

HSBC INVOICE FINANCE (UK) LIMITED

By:

[REDACTED]

Date:

17/7/2017

**Richard Cortine**