



Registration of a Charge

Company Name: **OCS GROUP UK LIMITED**

Company Number: **03056469**



XC6L26UQ

Received for filing in Electronic Format on the: **27/06/2023**

Details of Charge

Date of creation: **23/06/2023**

Charge code: **0305 6469 0005**

Persons entitled: **GLAS SAS, AS SECURITY AGENT (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.**

Certified by: **LUKE KAVANAGH, PAUL HASTINGS (EUROPE) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3056469

Charge code: 0305 6469 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2023 and created by OCS GROUP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2023 .

Given at Companies House, Cardiff on 27th June 2023

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**

DEBENTURE ACCESSION DEED

To: GLAS SAS as Security Agent

THIS DEED is made on 23 June 2023 by the companies listed in Schedule 1A to this Deed (the “**New Chargors**”, each individually a “**New Chargor**”) in relation to the Debenture (the “**Debenture**”) dated 28 February 2023 entered into by the Chargors (as defined therein) in favour of GLAS SAS as security agent for the Secured Creditors on the terms and conditions set out in the Intercreditor Agreement (the “**Security Agent**”) which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement, as defined in the Debenture.

Terms defined in the Debenture shall have the same meanings when used in this Deed.

1. ACCESSION

Each New Chargor hereby confirms that, as from the date of this Deed, it intends to be a party to the Debenture as a Chargor, undertakes to perform all the obligations expressed in the Debenture to be assumed by a Chargor and agrees that it shall be bound by all the provisions of the Debenture, as if it had been an original party to the Debenture.

2. COVENANT TO PAY

Each New Chargor covenants with the Security Agent as trustee for the Secured Creditors that it shall on demand of the Security Agent discharge all Secured Obligations as and when they fall due according to their terms and each such New Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by each such New Chargor to the Security Agent (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors in respect of any such liabilities **provided that** neither such covenant nor the Security Interest constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3. COMMON PROVISIONS AS TO ALL SECURITY

All the Security Interests created by or pursuant to this Deed are:

- 3.1 created with full title guarantee (other than assets subject to Permitted Security);
- 3.2 created in favour of the Security Agent as trustee for the Secured Creditors and the Security Agent shall hold the benefit of this Deed and the Security Interests created by or pursuant to it on trust for the Secured Creditors; and
- 3.3 continuing security for the payment and discharge of all the Secured Obligations.

4. FIXED SECURITY

4.1 Fixed charge over Tangible Moveable Property

Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property.

4.2 Fixed charge over Accounts

Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts.

4.3 Fixed charge over contracts

Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that New Chargor is a party (except for the Specific Contracts) and all Related Rights.

4.4 Fixed charge over Monetary Claims

Each New Chargor charges, by way of fixed first charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed) and all Related Rights (to the extent not already charged under this Clause 4.4).

4.5 Fixed charge over Investments

Each New Chargor charges, by way of fixed first charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.6 Fixed charge over Shares

Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.7 Fixed charge over Intellectual Property

Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property.

4.8 Fixed charge over goodwill

Each New Chargor charges, by way of fixed first charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to any uncalled capital of that New Chargor.

4.9 Fixed charge over other assets

Each New Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 5.1 (*Assignment of Accounts*), (*Assignment of Specific Contracts*) and 5.3 (*Assignment of Insurance Policies*) by way of first fixed charge, all of its rights, title and interest from time to time in and to each Assigned Account, Specific Contract and Insurance Policy and all Related Rights in relation to each of those assets.

5. SECURITY ASSIGNMENT

5.1 Assignment of Accounts

Each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Assigned Account of that New Chargor and all Related Rights.

5.2 Assignment of Specific Contracts

Each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that New Chargor and all Related Rights.

5.3 Assignment of Insurance Policies

Each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that New Chargor and all Related Rights.

6. FLOATING CHARGE

6.1 Each New Chargor charges by way of first floating charge, in favour of the Security Agent, all present and future assets and undertakings of that New Chargor.

6.2 The floating charge created by Clause 6.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that New Chargor under the Secured Debt Documents in favour of the Security Agent as trustee for the Secured Creditors as security for the Secured Obligations.

6.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 6 (*Floating Charge*).

7. EXCLUDED ASSETS

7.1 There shall be excluded from the Security created by Clause 4 (*Fixed Security*), Clause 5 (*Security Assignment*) and Clause 6 (*Floating Charge*) of this Deed any asset or undertaking that constitutes an Excluded Asset.

- 7.2 Subject to Clause 7.1, if at any time a New Chargor reasonably determines in good faith (which determination shall be conclusive), and notifies the Security Agent in writing that, any Charged Property is or has become an Excluded Asset, the Security created pursuant to this Deed over such Excluded Assets shall be released in accordance with Clause 26.1 (*Release of Security*) of the Debenture.
- 7.3 For the purposes of this Clause 7 (*Excluded Assets*), the Security Agent is entitled to rely absolutely and without any further investigation on any such notification from the relevant New Chargor.

8. NEGATIVE PLEDGE

Except as not prohibited under the Secured Financing Agreements, no Chargor shall at any time during the Security Period create or permit to subsist any Security Interest over all or any part of the Charged Property.

9. REPRESENTATIONS

Each New Chargor represents and warrants to the Security Agent as set out in Clause 14 (*Representations*) of the Debenture on the date of this Deed.

10. CONSTRUCTION OF DEBENTURE

- 10.1 The Debenture shall remain in full force and effect as supplemented by this Deed.
- 10.2 The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

11. 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.

Details of certain of the assets of the New Chargors which are subject to the Security constituted by the Debenture are set out in the Schedules to this Deed.

This Deed shall be governed by and construed in accordance with English law.

Clause 47.1 (*Jurisdiction of English courts*) of the Senior Facilities Agreement is incorporated into this Deed by *mutatis mutandis*.

This Deed is a Senior Finance Document under the Senior Facilities Agreement.

EXECUTED as a DEED

Atalian Servest Limited



TOM EVANS

Signature of Director

Name of Director



LAURA RYAN

Signature of ~~Director~~/Secretary

Name of ~~Director~~/Secretary

OCS Group UK Limited

Signature of Director

Signature of ~~Director~~/Secretary

[Debenture Accession Deed – Signature Page]

EXECUTED as a DEED

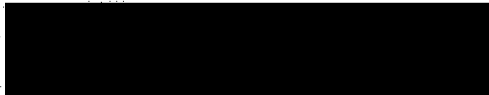
Atalian Servest Security Limited



Signature of Director

TOM EVANS

Name of Director



Signature of ~~Director~~/Secretary

ANNA RYAN

Name of ~~Director~~/Secretary

EXECUTED as a DEED

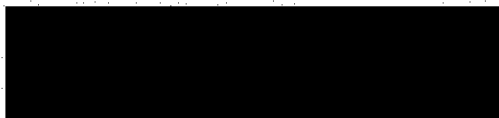
Atalian Servest Food Co Limited



TOM EVANS

Signature of Director

Name of Director



WMA 142

Signature of ~~Director~~/Secretary

Name of ~~Director~~/Secretary

EXECUTED as a DEED

Incentive Facilities Management Limited



TOM EVANS

Signature of Director

Name of Director



LAURA RYAN

Signature of ~~Director~~/Secretary

Name of ~~Director~~/Secretary

The Security Agent

GLAS SAS

By:



Name: ...Harimisa.....RAJAONA.....

Title: ...Transaction.....Manager.....

We, the Parent, acknowledge this Deed for the purpose of designating the Deed a Senior Finance Document under the Senior Facilities Agreement.

CD&R Madison Parent Ltd

By:

Name: **Romain Dutartre**.....

Title: **Director**.....

SCHEDULE 1A

NEW CHARGORS

1. Atalian Servest Food Co Limited (registered number 02569158)
2. Atalian Servest Limited (registered number 06355228)
3. Atalian Servest Security Limited (registered number 04376463)
4. Incentive Facilities Management Limited (registered number 04324546)
5. OCS Group UK Limited (registered number 03056469)

SCHEDULE 1
SHARES AND INVESTMENTS

Chargor	Company issuing shares	Description and number of shares held
Atalian Servest Limited	Atalian Servest Security Limited	19,995 ordinary shares
Atalian Servest Limited	Atalian Servest Food Co Limited	100 ordinary shares

SCHEDULE 2

SPECIFIC CONTRACTS

None at the date of this Deed.

SCHEDULE 3**ACCOUNTS**

Name of Account Holder	Name and address of institution at which account is held	Account Number	Sort Code	Mandatory Prepayment Account?
OCS Group UK Limited	HSBC, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom	██████████	██████	No
OCS Group UK Limited	HSBC, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom	██████████	██████	No
OCS Group UK Limited	HSBC, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom	██████████	██████	No
OCS Group UK Limited	HSBC, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom	██████████	██████	No
OCS Group UK Limited	HSBC, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom	██████████	██████	No
OCS Group UK Limited	Barclays, 1 Churchill Place, London E14 5HP	██████████	██████	No
Atalian Servest Limited	Barclays - 2 Churchill Place, London E14 5RB	██████████	██████	No
Atalian Servest Limited	Barclays - 2 Churchill Place, London E14 5RB	██████████	██████	No
Atalian Servest Security Limited	Barclays - 2 Churchill Place, London E14 5RB	██████████	██████	No

Atalian Servest Food Co Limited	Barclays - 2 Churchill Place, London E14 5RB			No
Atalian Servest Food Co Limited	Barclays - 2 Churchill Place, London E14 5RB			No
Atalian Servest Food Co Limited	Barclays - 2 Churchill Place, London E14 5RB			No
Incentive Facilities Management Limited	Barclays - 2 Churchill Place, London E14 5RB			No

SCHEDULE 4

INSURANCE POLICIES





Chargor	Insurer	Policy Number	Policy Name
OCS Group UK Limited	HDI Global SE - UK	880-01151937-14130	Property Damage & Business Interruption
OCS Group UK Limited	Stirling	BOWTL2350036	Terrorism
OCS Group UK Limited	HDI Global SE - UK	110-01151937-14086	Public and Products Liability
OCS Group UK Limited	QBE Europe SA/NV	Y139895QBE0723a	Public and Products Liability
OCS Group UK Limited	QBE Europe SA/NV	Y011303GBE0723A	Public and Products Liability
OCS Group UK Limited	HDI Global SE - UK	110-01151937-30014	Employers Liability
OCS Group UK Limited	QBE Europe SA/NV	Y104702QBE0723A	Employers Liability
OCS Group UK Limited	HDI Global SE - UK	201-01151937-14053	Motor Fleet UK
OCS Group UK Limited	HDI Global SE	201-08406960-30013	Motor Fleet ROI
OCS Group UK Limited	Starr Europe Insurance Ltd (EEA) Starr International (Europe) Ltd (Non-EEA)	AVNPL2350009	Aviation Liability
OCS Group UK Limited	QBE European Company Operations	CREUA2350003	Contract Works
OCS Group UK Limited	Zurich Insurance UK Plc	B0509FINPY2150306	Cyber
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	RSA Insurance Group Limited	RSAP1653601300	Property Damage & Business Interruption







Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	HSB Engineering Computers	COM003264ACT	Computer
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	HDI Global SE - UK	110-01163926-14008	Employers Liability
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	Allianz	27/BV/29206635/01	UK Motor Fleet
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	Aviva Insurance Limited	1005131315CSI	Contractors Combined
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	Starr International (Europe) Limited	SIEL2007422-01	Airside Liability
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	HDI Global SE UK	110-01163926-30015	Public/Products Liability
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	Swiss Re	P161187.01-00	Public/Products Liability
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and	Chubb	-	Public/Products Liability

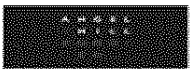

Incentive Facilities Management Limited			
Atalian Servest Limited, Atalian Servest Security Limited, Atalian Servest Food Co Limited and Incentive Facilities Management Limited	Royal & Sun Alliance Insurance Ltd	L012229A23AA	Marine Trades Solutions Schedule

SCHEDULE 5

INTELLECTUAL PROPERTY

Mark	Image	Date of Registration	Registration Number	Proprietor
SERVEST	n/a	24/11/1999 Renewal Date: 24/11/2029	UK0000221522 7	Atalian Servest Limited
SERVEST	n/a	29/04/2010 Renewal Date: 29/04/2030	UK0000254611 3	Atalian Servest Limited
servest		29/04/2010 Renewal Date: 29/04/2030	UK0000254644 9	Atalian Servest Limited
HIRE – WATCH	n/a	30/11/2012 Renewal Date: 30/11/2032	UK0000264422 9	Atalian Servest Limited
Percup		25/09/2013 Renewal Date: 25/09/2023	UK0000302166 6	Atalian Servest Limited
SERVEST'S ABC's	n/a	02/09/2014 Renewal Date: 02/09/2024	UK0000307077 4	Atalian Servest Limited
SERVEST'S ALWAYS BE CAREFUL	n/a	02/09/2014 Renewal Date: 02/09/2024	UK0000307077 7	Atalian Servest Limited
GROUNDHOUSE	n/a	08/03/2016 Renewal Date: 08/03/2026	UK0000315369 2	Atalian Servest Limited
ANGEL HILL FOOD CO.	n/a	08/03/2016 Renewal Date: 08/03/2026	UK0000315369 6	Atalian Servest Limited
GROUNDHOUSE		18/03/2016 Renewal Date: 18/03/2026	UK0000315570 6	Atalian Servest Limited
ANGEL HILL FOOD CO		28/07/2016 Renewal Date: 28/07/2026	UK0000317711 9	Atalian Servest Limited
BATCH BLEND 24	n/a	26/09/2016 Renewal Date: 26/09/2026	UK0000318767 9	Atalian Servest Limited

BATCH BLEND 24		26/09/2016 Renewal Date: 26/09/2026	UK0000318768 1	Atalian Servest Limited
ARTHUR MCKAY	n/a	06/07/2017 Renewal Date: 06/07/2027	UK0000324205 4	Atalian Servest Limited
CATERING ACADEMY		06/07/2017 Renewal Date: 06/07/2027	UK0000324206 0	Atalian Servest Limited
7 DAY CATERING	n/a	06/07/2017 Renewal Date: 06/07/2027	UK0000324206 6	Atalian Servest Limited
SERVEST		06/07/2017 Renewal Date: 06/07/2027	UK0000324206 8	Atalian Servest Limited
SERVEST	n/a	06/07/2017 Renewal Date: 06/07/2027	UK0000324206 9	Atalian Servest Limited
MAXWELL STEWART	n/a	06/07/2017 Renewal Date: 06/07/2027	UK0000324207 1	Atalian Servest Limited
GROUNDHOUSE		15/12/2017 Renewal Date: 15/12/2027	UK0091760189 9	Atalian Servest Limited
GROUNDHOUSE	n/a	15/12/2017 Renewal Date: 15/12/2027	UK0091760195 6	Atalian Servest Limited
ANGEL HILL FOOD CO		15/12/2017 Renewal Date: 15/12/2027	UK0091760198 1	Atalian Servest Limited
ANGEL HILL FOOD CO	n/a	15/12/2017 Renewal Date: 15/12/2027	UK0091760206 1	Atalian Servest Limited
SERVEST		28/03/2018 Renewal Date: 28/03/2028	UK0091788189 3	Atalian Servest Limited
SERVEST	n/a	28/03/2018 Renewal Date: 28/03/2028	UK0091788189 8	Atalian Servest Limited
GROUNDHOUSE		15/12/2017 Renewal Date: 15/12/2027	EU 017601899	Atalian Servest Limited
GROUNDHOUSE	n/a	15/12/2017 Renewal Date: 15/12/2027	EU 017601956	Atalian Servest Limited

ANGEL HILL FOOD CO.		15/12/2017 Renewal Date: 15/12/2027	EU 017601981	Atalian Servest Limited
ANGEL HILL FOOD CO	n/a	15/12/2017 Renewal Date: 15/12/2027	EU 017602061	Atalian Servest Limited
SERVEST		28/03/2018 Renewal Date: 28/03/2028	EU017881893	Atalian Servest Limited
SERVEST	n/a	28/03/2018 Renewal Date: 28/03/2028	EU017881898	Atalian Servest Limited

SCHEDULE 6

MONETARY CLAIMS

None at the date of this Deed.