



Registration of a Charge

Company Name: **OCS GROUP UK LIMITED**

Company Number: **03056469**



XCIYCWXK

Received for filing in Electronic Format on the: **23/12/2023**

Details of Charge

Date of creation: **19/12/2023**

Charge code: **0305 6469 0006**

Persons entitled: **CRÉDIT MUTUEL FACTORING,**

Brief description: **NONE**

Contains fixed 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: **WE 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 PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3056469

Charge code: 0305 6469 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2023 and created by OCS GROUP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2023 .

Given at Companies House, Cardiff on 30th December 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



TTXS/93602816.2

Charge over debts and collection account

Dated 19 December 2023

OCS Group UK Limited
(as Chargor)

Crédit Mutuel Factoring
(as Factor)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Charge over debts and collection account

Dated 19 December 2023

Between

- (1) **OCS Group UK Limited**, a company incorporated under the laws of England and Wales as a private limited company, whose registered office is at Unit 5 The Enterprise Centre, Kelvin Lane, Manor Royal, Crawley, West Sussex, England, RH10 9PE, with registered number 03056469 (the **Chargor**);
- (2) **Crédit Mutuel Factoring**, a company incorporated under the laws of France as a *société anonyme*, whose registered office is at Tour D2, 17 bis place des Reflets, 92988 Paris La Défense Cedex, France registered with the Trade and Companies Registry (*Registre du Commerce et des Sociétés*) of Nanterre under number B 380 307 413, licensed as a specialised credit institution by the *Autorité de contrôle prudentiel et de résolution* (the **Factor**).

Recitals

- A The Chargor has entered into this Deed in connection with the Factoring Agreement and the Factoring Facility Documents (each such term as defined below) in order to grant security over the Charged Debts and Related Rights, the Collection Account and the Deposits and any other debt represented by the Collection Account (each such term as defined below).
- B It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Account Bank means the bank referred to in Clause 6.1 (*Initial Account Bank*) or such other bank determined in accordance with Clause 6.2 (*Change of Account Bank*).

Act means the Law of Property Act 1925.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London and Paris.

Charged Debt means any Receivable which is transferred or purportedly transferred by the Chargor to the Factor under the Factoring Agreement but which fails to vest in the Factor for any reason.

Collection Account means the collection account established for the purposes of the Factoring Agreement having account number [REDACTED], sort code [REDACTED], IBAN [REDACTED], opened in the name of the Chargor with the Account Bank into which payments in respect of each Receivable transferred to the Factor under the Factoring

Agreement shall be deposited, as such collection account may be renumbered or re-designated from time to time.

Deed of Priority means the deed of priority entered into on or around the date of this Deed between the Factor, GLAS SAS as security agent and agent, and the Chargor.

Default Rate means the rate that is two per cent above the Bank of England's base rate from time to time.

Deposits means all monies from time to time standing to the credit of the Collection Account together with all rights and benefits accruing to or arising in connection with the Collection Account (including, but not limited to, any entitlements to interest, all investments at any time made out of such monies or account and all rights to repayment of any of the same).

Discharge Date means the date on which all of the Secured Liabilities have been irrevocably paid and discharged in full and the Factor is no longer under any obligation to purchase any Receivable pursuant to the Factoring Agreement.

Event of Default means any event referred to in clause 15.2.1 of the Master Agreement or any other event described by the Factor as an Event of Default from time to time under the Factoring Facility Documents.

Factoring Agreement means the Master Agreement and the Receivables Purchase Agreement, taken as a whole.

Factoring Facility Documents means:

- (a) the Factoring Agreement;
- (b) any Security Interest granted by the Chargor in connection with the Factoring Agreement;
- (c) any document designated as a finance document or factoring facility document by the parties to the Factoring Agreement;
- (d) any document defined as a "Finance Document" under the Factoring Agreement; and
- (e) all amendments and supplements to any of those documents, including any provision for further advances by the Factor to the Chargor.

IFM means Incentive Facilities Management Limited, the private limited company with company number 04324546 and registered office at Vicon House, 2 Western Way, Bury St. Edmunds, Suffolk, England, IP33 3SP.

Master Agreement means the master agreement entered into on 3 December 2020 (as amended from time to time) between the Factor and OCS Security Limited (formerly named Atalian Servest Security Ltd), OCS UK&I Limited (formerly named Atalian Servest Ltd), OCS Food Co Limited (formerly named Atalian Servest Food Co Limited), Atalian Servest AMK Limited, Atalian Servest Integrated Solutions Limited, Specialist Window Cleaning Limited and IFM and to which the Chargor has acceded by entering into the Receivables Purchase Agreement.

Party means a party to this Deed.

Permitted Security means any Senior Lender Security Interest (as defined in the Deed of Priority).

Receivables means the receivables that the Chargor has agreed to sell and that the Factor has agreed to purchase in accordance with the terms and conditions of the Factoring Agreement.

Receivables Purchase Agreement means:

- (a) the receivables purchase agreement entered into on or about the date of this Deed between the Chargor and the Factor pursuant to which the Chargor has agreed to sell and assign and the Factor has agreed to purchase the receivables in accordance with the terms and conditions of the Factoring Agreement; and
- (b) the receivables purchase agreement dated 14 February 2023 entered into between IFM and the Factor pursuant to which IFM agreed to sell and assign and the Factor agreed to purchase the receivables in accordance with the terms and conditions of the Factoring Agreement.

Receiver means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed.

Related Rights means with respect to the Charged Debt and Collection Account all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) in, to, under and in respect of the Charged Debt or Collection Account and any benefit of all covenants, undertakings, representations, warranties and/or indemnities relating to such Charged Debt or Collection Account.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor and of IFM to the Factor under any Factoring Facility Document, together with all interest (including, without limitation, default interest) accruing in respect of those obligations and liabilities.

Security means any Security Interest (as defined below) created, evidenced or conferred by or pursuant to this Deed.

Security Assets means all assets of the Chargor which are subject to this Security being the Charged Debts and any Related Rights, the Collection Account, the Deposits and any other debt represented by the Collection Account.

Security Interest means any mortgage, pledge, guarantee, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or, security interest or any other agreement or arrangement having a substantially similar effect.

Security Period means the period beginning on the date of this Deed and ending on the Discharge Date.

1.2 Construction

Unless a contrary intention appears:

- (a) capitalised terms defined in the Factoring Agreement (including by way of incorporation therein) have, unless expressly defined in this Deed, the same meaning in this Deed;
- (b) any covenant of the Chargor under this Deed remains in force during the Security Period and is given for the benefit of the Factor;
- (c) if the Factor reasonably considers that an amount paid to the Factor under a Factoring Facility Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed; and
- (d) unless the context otherwise requires, a reference to a Security Asset includes:
- (e) any part of that Security Asset;
 - (i) the proceeds of sale of that Security Asset; and
 - (ii) any present and future assets of that type;
- (f) a reference to this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
- (g) a reference to the **Chargor**, the **Factor** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted);
- (h) the **Factor** or a **Receiver** (except for the references in Clause 13 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (i) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (j) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (k) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (l) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible; and
- (m) a Clause or Schedule is to be construed as a reference to the relevant Clause of, or Schedule to, this Deed.

1.3 Certificates

A certificate of the Factor setting forth the amount of any of the Secured Liabilities shall, in the absence of manifest error, be prima facie evidence of such amount.

2 Covenant to pay

2.1 Covenant to pay

The Chargor shall, on demand, pay to the Factor and discharge the Secured Liabilities when they become due in the manner provided for in the Factoring Facility Documents.

2.2 Default Interest

2.2.1 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate from time to time; and

2.2.2 Default interest will accrue from day to day and will be compounded at such intervals as the Factor states are appropriate.

3 Creation of Security

3.1 The Chargor, with full title guarantee and as a continuing security in favour of the Factor for the payment, discharge and performance of all the Secured Liabilities, charges by way of first fixed charge to the Factor all of its present and future rights, title and interest in and to the Charged Debts and Related Rights. This Security shall not extend to Charged Debts and Related Rights which are retransferred by the Factor to the Chargor in accordance with any clauses of the Factoring Agreement and in respect of which the Chargor has irrevocably paid in full to the Factor the relevant retransfer price pursuant to the terms of the Factoring Agreement.

3.2 The Chargor, with full title guarantee and as a continuing security in favour of the Factor for the payment, discharge and performance of all the Secured Liabilities, charges by way of first fixed charge all of its present and future rights, title and interest in and to the Collection Account, the Deposits and any other debt represented by the Collection Account.

3.3 Trust

If or to the extent that the charge created in this Clause 3 (*Creation of Security*) is ineffective, the Chargor holds all of its present and future right, title and interest in and to the Collection Account, the Deposits and any other debt represented by the Collection Account on trust for the Factor.

4 Representations – General

4.1 Nature of Security

In entering into this Deed the Factor has relied on the representations of the Chargor that, and the Chargor represents and warrants to the Factor that:

- (a) this Deed creates those Security Interests it purports to create and is a continuing security to secure its payment and discharge of the Secured Liabilities;
- (b) this Deed is its legally binding, valid and enforceable obligation;

- (c) it has the power to enter into and perform, and has taken all necessary actions to authorise the entry into and performance of, this Deed and the transactions contemplated by this Deed;
- (d) the entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not:
 - (i) conflict with any law or regulation applicable to it in a way that could affect its ability to perform its obligations under this Deed; or
 - (ii) conflict with its constitutional documents;
- (e) no Event of Default is outstanding or would result from the entry into or the performance (on such date) of, or any transaction contemplated by, this Deed;

4.2 Security Assets

The Chargor represents and warrants to the Factor that:

- (a) immediately before entry into this Deed, it was the sole legal and beneficial owner of the Security Assets;
- (b) unless otherwise consented to in writing by the Factor or as permitted under the Factoring Facility Documents, each of the Security Assets is free from:
 - (i) any Security Interest (other than any Security Interest created by this Deed or any Permitted Security); and
 - (ii) any interests or rights (other than in relation to any Permitted Security) or claims of any nature of any third parties whether commenced, pending or threatened;
- (c) under all applicable laws the rights of the Factor to recover the Secured Liabilities against the Security Assets will rank in priority to the recovery rights of all other creditors except creditors that are mandatorily preferred over secured creditors;
- (d) there is no breach of any law or regulation which materially affects any of the Security Assets; and
- (e) on the date of this Deed, it is not deemed to be unable to pay its debts for the purpose of section 123 of the Insolvency Act 1986 (but ignoring any requirement that any matter referred to in that section be proved to the satisfaction of the court), nor will it become so in consequence of entering into the Deed.

4.3 Times for making representations

The representations and warranties set out in this Deed (including in this Clause 4) are made by the Chargor on the date of this Deed and each such representation and warranty is deemed to be repeated by the Chargor on each day during the Security Period.

5 General undertakings

5.1 Duration

The undertakings in this Clause 5 shall remain in force throughout the Security Period.

5.2 Security Assets

5.2.1 Subject to sub-clause 5.2.2 below, the Chargor shall, upon request by the Factor, deliver to, and deposit with, the Factor all certificates and other documents or copies thereof evidencing or relating to the Security Assets or, as the Factor may direct, shall deliver and/or deposit such documents other than directly to the Factor upon the Factor's reasonable request.

5.2.2 The Chargor, at its own expense, shall:

- (a) get in and realise the Charged Debts and Related Rights (where applicable) in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into the Collection Account is required in accordance with paragraph (b) below) upon trust for the Factor; and
- (b) save to the extent that the Factor otherwise agrees, pay the proceeds of the getting in and realisation of Charged Debts and Related Rights (where applicable) into the Collection Account.

5.2.3 After the occurrence of an Event of Default, the Chargor authorises the Factor to:

- (a) complete, execute and serve any demands, notices and certificates as the Factor considers appropriate in order to realise the Charged Debts and Related Rights (where applicable); and
- (b) in the case of negotiable instruments, endorse all documents necessary to constitute the Factor as the holder of the documents relating to the Charged Debts and Related Rights (where applicable).

5.2.4 The Chargor shall not take any action which would reasonably be expected to jeopardise the existence or enforceability of the Security Assets.

5.3 Third party claims

The Chargor shall promptly inform the Factor of any claim or notice relating to the Security Assets which it receives from any third party.

5.4 Payments without deduction

The Chargor covenants with the Factor that all payments to be made by it under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.5 Negative pledge and restrictions on dealing

The Chargor shall not:

- (a) create, purport to create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Deed or any Permitted Security; or
- (b) sell, assign, transfer, novate, part with possession of, grant any interest over, lease or otherwise dispose of any Security Asset to any third party (except for selling, assigning, transferring, novating, parting with possession of, granting any interest over, leasing or otherwise disposing of any Security Asset the subject of any Permitted Security in accordance with the Deed of Priority),

in each case unless otherwise consented to in writing by the Factor or as permitted under the Factoring Facility Documents.

6 Collection Account

6.1 Initial Account Bank

The Collection Account must be maintained at an Account Bank approved by the Factor. The initial Account Bank for the Chargor is HSBC UK Bank plc.

6.2 Change of Account Bank

- 6.2.1 The Account Bank may be changed to another bank approved by the Factor if the Chargor and the Factor so agree in writing.
- 6.2.2 Any change of Account Bank shall only become effective when the proposed new Account Bank agrees with the Factor and the Chargor, in a manner satisfactory to the Factor, to fulfil the role of the Account Bank under this Deed by delivering a signed acknowledgement to a notice substantially in the form of those set out in Part 1 (*Notice to Account Bank*) and Part 2 (*Acknowledgement of Account Bank*) of Schedule 1 (*Forms of Letter for Collection Account*) of this Deed.
- 6.2.3 If there is a change of Account Bank, the net amount (if any) standing to the credit of the Collection Account maintained with the old Account Bank will be transferred to the corresponding Collection Account maintained with the new Account Bank immediately upon the appointment taking effect and the Chargor hereby irrevocably gives all authorisations and instructions necessary for any such transfer to be made.
- 6.2.4 The Chargor must within five Business Days of being so requested by the Factor, take any action which the Factor may reasonably require to facilitate a change of Account Bank pursuant to Clause 6.2.1 and any transfer of credit balances (including the execution of bank mandate forms) and the Factor is hereby irrevocably constituted as the Chargor's attorney to do any such things should the Chargor fail to do so.

6.3 Withdrawals

- 6.3.1 Except with the prior consent of the Factor or as provided below, the Chargor may not withdraw or transfer (or attempt or be entitled to withdraw or direct the transfer of) all or any part of the Deposits from the Collection Account until the Security Period has expired.
- 6.3.2 The Chargor may not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the Security held by the Factor or materially diminish the value of the Deposits or the effectiveness of the Security created by this Deed (including without limitation), closing the Collection Account.

- 6.3.3 The Chargor must, at the request of the Factor, give an instruction to the Account Bank to pay all Deposits on a daily basis to such account as may be specified by the Factor and procure that such instruction is acknowledged by the Account Bank.
- 6.3.4 The Factor (or a Receiver) may withdraw amounts standing to the credit of any Collection Account without prior notice to, or consent of the Chargor.
- 6.3.5 The Chargor shall authorise the Account Bank to deliver to the Factor the calling parameters map and access code relating to the Collection Account, in order to enable the Factor to monitor on a daily basis the operations of the Collection Account; and
- 6.3.6 The Chargor shall waive all rights of confidentiality in relation to the Collection Account vis à vis the Account Bank for the benefit of the Factor.

6.4 Notices of Charge

The Chargor must:

- (a) on the date of this Deed (and promptly upon a change of Account Bank pursuant to Clause 6.2 (*Change of Account Bank*)) serve a duly completed notice of charge on each Account Bank substantially in the form of Part 1 (*Notice to Account Bank*) of Schedule 1 (*Forms of Letter for Collection Account*); and
- (b) procure that each Account Bank acknowledges that notice of charge by delivery to the Factor of an acknowledgement substantially in the form of Part 2 (*Acknowledgement of Account Bank*) of Schedule 1 (*Forms of Letter for Collection Account*) on the date of this Deed (and in the case of any notice served after the date of this Deed upon a change of Account Bank pursuant to Clause 6.2 (*Change of Account Bank*) on the date on which such notice is served).

7 When security becomes enforceable

The security constituted by this Deed shall become immediately enforceable upon the occurrence of an Event of Default and the power of sale and other powers conferred by law (including under Section 101 of the Act), as varied or amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of any Event of Default. After the security constituted by this Deed has become enforceable in accordance with this Clause 7 (*When security becomes enforceable*), the Factor may in its absolute discretion enforce all or any part of the security in any manner it sees fit, and may, in particular, apply all or any of the credit balance standing from time to time on any Collection Account (including all interest accrued on that balance) against all or any part of the Secured Liabilities.

8 Enforcement of Security

8.1 General

- 8.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed and Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to the security constituted by this Deed.

8.2 Powers on enforcement

At any time after the charge created by this Deed has become enforceable the Factor may (without prejudice to any of its other rights and remedies and without notice to the Chargor) do all or any of the following:

- (a) sell or otherwise dispose of the Security Assets to enable it to do so; and
- (b) exercise any other powers and rights which may be exercisable by the owner of the Security Assets and all other powers conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act; and
- (c) appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets in accordance with Clause 9.1.

8.3 Contingencies

If the Factor enforces the security constituted by this Deed at a time when no Secured Liabilities are due but at a time when Secured Liabilities may or will become so due, the Factor (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account in the name of the Factor at such bank as may be designated for this purpose by the Factor.

8.4 Exclusion of liability

Neither the Factor nor any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken in relation to the Security Assets;
- (b) for any failure to take any action in relation to the Security Assets;
- (c) to account as mortgagee in possession or for any loss upon realisation of the Security Assets;
- (d) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (e) for any other default or omission in relation to the Security Assets for which a mortgagee in possession might be liable.

8.5 Agent of the Chargor

Each Receiver is deemed to be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor shall be solely responsible for its contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Factor shall not incur any liability (either to the Chargor or to any other person) by reason of the Factor making its appointment as a Receiver or for any other reason.

8.6 Privileges

Each Receiver and the Factor is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that Section 103 of the Act does not apply.

8.7 Protection of third parties

No person (including a purchaser) dealing with the Factor or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable; or
- (b) whether any power which the Factor or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any Secured Liabilities remain due; or
- (d) how any money paid to the Factor or to the Receiver is to be applied.

8.8 Redemption of prior mortgages

At any time after the occurrence of an Event of Default, the Factor may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal moneys, interest, costs, and reasonable charges and expenses of and incidental to any such redemption and/or settlement and passing shall be paid by the Chargor to the Factor on demand.

8.9 Application of moneys

8.9.1 Any moneys received or recovered by the Factor or a Receiver pursuant to this Deed after the Security created by it has become enforceable shall, to the extent permitted by law, be applied in the following order of priority:

- (a) in or towards the pro rata payment or provision for:
 - (i) all costs and expenses incurred by the Factor under or in connection with this Deed; and
 - (ii) all sums owing to a Receiver;
- (b) in or towards the discharge of the Secured Liabilities in any order chosen by the Factor; and
- (c) then, in the payment of any surplus to the Chargor or other person entitled to it, and section 109(8) of the Act shall not apply.

8.9.2 Sub-clause 8.9.1 will override any appropriation made by the Chargor.

9 Receiver

9.1 Appointment of Receiver

At any time after the occurrence of an Event of Default, or if the Chargor so requests of the Factor in writing, the Factor may without further notice appoint under seal or in writing under its hand any one or more persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Factor had become entitled under the Act to exercise the power of sale conferred under the Act.

9.2 Removal

The Factor may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver):

- (a) remove any Receiver appointed by it; and
- (b) may, whenever it deems it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Factor acting reasonably may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act shall not apply.

9.4 Relationship with the Factor

To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver of the Security Assets may after the security created by this Deed becomes enforceable be exercised by the Factor in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10 Powers of Receiver

10.1 General

10.1.1 Each Receiver has, and is entitled to exercise, all of rights, powers and discretions set out below in this Clause 10 in addition to those conferred on it by law.

10.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receivers.

10.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Assets.

10.3 Carry on business

A Receiver may carry on the business of the Chargor as it relates to the Security Assets as he thinks fit.

10.4 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

10.5 Sale of assets

10.5.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.

10.5.2 The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

10.6 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

10.7 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits or proceedings in relation to any Security Asset which he thinks fit.

10.8 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

10.9 Delegation

A Receiver may delegate his powers in accordance with this Deed.

10.10 Other powers

A Receiver may do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law.

11 Delegation

11.1 Power of attorney

The Factor or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

11.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Factor or any Receiver may think fit.

11.3 Liability

Neither the Factor nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate except in the event of fraud or wilful misconduct.

12 Further assurances

12.1 Registration at Companies House

The Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

12.2 Further action

The Chargor must, at its own expense, promptly take any action and sign and execute any further documents which the Factor or a Receiver may require for:

- (a) giving effect to the requirements of this Deed;
- (b) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed;
- (c) facilitating the realisation of any Security Asset; or
- (d) facilitating the exercise of any right, power or discretion exercisable by the Factor or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset;

and any such document may disapply section 93 of the Act.

This includes:

- (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Factor or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Factor may think reasonably necessary.

13 Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Factor each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed PROVIDED THAT such power of attorney shall not be exercisable unless an Event of Default has occurred or the Chargor has failed to comply with a request from the Factor, take any action or sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 13.

14 Preservation of Security

14.1 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Factor) including:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of a Factoring Facility Document;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of, or any Security created by, any person under any Factoring Facility Document or the failure by any obligor to enter into or be bound by any Factoring Facility Document; or
- (h) any insolvency, liquidation, administration or similar procedure.

14.2 Immediate recourse

The Chargor waives any right it may have of first requiring the Factor (or any agent on its behalf) to proceed against or enforce any other rights or security or claim repayment from any person before claiming from the Chargor under this Deed.

14.3 Right of appropriation

14.3.1 This Clause 14.3 applies to the extent the Security Assets constitute **financial collateral** and this Deed constitutes a **financial collateral arrangement** (within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003).

14.3.2 If and to the extent that this Clause 14.3 applies, the Factor may appropriate the Security Assets. If the Factor exercises its right of appropriation then it shall for these purposes value:

- (a) any relevant Collection Account and the amount standing to the credit of that Collection Account, together with any accrued interest not credited to the Collection Account, at the time of the appropriation; and
- (b) any other relevant Security Asset by reference to an independent valuation or other procedure determined by the Factor, acting reasonably, at the time of the appropriation.

14.4 Additional Security

- 14.4.1 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Factor.
- 14.4.2 No prior security held by the Factor (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

15 Miscellaneous

15.1 Currency

The Factor may convert any moneys received, recovered or realised under this Deed (including the proceeds of any previous conversion under this Clause 15) from their existing currency into any other currency, by purchasing that other currency at the spot rate of exchange of the Factor for the purchase of any currency with any other currency in the London foreign exchange market.

15.2 Tacking

The Factor must perform its obligations under the Factoring Agreement and Factoring Facility Documents (including any obligation to make available further advances).

15.3 New accounts

- 15.3.1 If any subsequent charge or other interest affects any Security Asset, the Factor may open a new account with any Obligor.
- 15.3.2 If the Factor does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 15.3.3 As from that time all payments made to the Factor will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability until the net amount extinguishes liability.

15.4 Perpetuity period

The perpetuity period for the trust in this Deed is 125 years.

16 Release

16.1 Release

At the end of the Security Period or if otherwise agreed between the Chargor and the Factor or provided for under the terms of the Factoring Facility Documents, the Factor must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Security Assets from this Security and permit withdrawals from the Collection Account.

16.2 Representations on release

The Factor shall make and give no representations, warranties or covenants in relation to the Security Assets released pursuant to Clause 16.1 (*Release*).

16.3 Reinstatement

- 16.3.1 Any release, settlement, discharge, re-assignment or arrangement (in this Clause 16, a release) made by the Factor on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to insolvency proceedings.
- 16.3.2 If any avoidance, reduction or clawback occurs or order is made as referred to in sub-clause 16.3.1, then the release given by the Factor shall have no effect and shall not prejudice the right of the Factor to enforce this Security in respect of the Secured Liabilities. As between the Chargor and the Factor, this Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Factor as security for the Secured Liabilities.

17 Costs and expenses

17.1 Transaction expenses

The Chargor shall promptly on demand pay the Factor the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Deed.

17.2 Amendment costs

If the Chargor requests an amendment, waiver, consent or release of or in relation to this Deed, the Chargor shall, within three Business Days of demand, reimburse the Factor for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

17.3 Enforcement costs

The Chargor shall, within three Business Days of demand, pay to the Factor the amount of all costs and expenses (including legal fees) incurred by the Factor in connection with the enforcement of, or the preservation of any rights under, this Deed or the investigation of any possible Event of Default.

18 Assignment and transfer

18.1 Assignment by Factor

The Factor may, at any time and without the consent of the Chargor, assign, transfer or novate the whole or any part of the Factor's rights and obligations under this Deed to any person.

18.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer or novate any of its obligations, under this Deed or enter into any transaction which would result in any of those rights or obligations passing to any other person without the consent of the Factor.

19 Notices

19.1 Service

Each notice or other communication required to be given under, or in connection with, this Deed shall be:

(a) in writing, delivered personally or sent by pre-paid first class letter, fax or email; and

(b) sent:

(i) to the Chargor at:

OCS Group UK Limited,
New Century House
The Havens
Ipswich
Suffolk
IP3 9SJ

attn: Laura Clare Ryan

(ii) to the Factor at:

Crédit Mutuel Factoring
Tour D2
17 bis place des Reflets
92988
Paris
La Défense Cedex, France

attn. Nicolas Morgant
email: nicolas.morgant@cmfactoring.fr

or to such other address, fax number or email address as is notified in writing by one party to the other from time to time.

19.2 Receipt by Chargor

Any notice or other communication that the Factor gives shall be deemed to have been received:

(a) if sent by fax, when received in legible form;

(b) if given by hand, at the time of actual delivery;

(c) if sent by email, at the time at which the email was sent; and

- (d) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in Clause 19.2(a) or 19.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

19.3 Receipt by Factor

Any notice or communication given to the Factor shall be deemed to have been received only on actual receipt.

19.4 English Language

Any notice given under or in connection with this Deed must be in English. All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Factor, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

20 Calculations and certificates

20.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Factor are prima facie evidence of the matters to which they relate.

20.2 Certificates and determinations

Any certification or determination by the Factor of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

22 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Factor, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

23 Amendments and waivers

Any term of this Deed may be amended or waived only with the written consent of the Chargor and the Factor.

24 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

25 Third party rights

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce, or to enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from the Third Parties Act.

The parties to this Deed may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person that is not a party to this Deed.

26 Governing law and enforcement

26.1 Governing law

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

26.2 Jurisdiction

26.3 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).

26.4 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.

26.5 This Clause 26 is for the benefit of the Factor only. As a result, the Factor shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Factor may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into and executed as a deed with the intention that it be delivered on the date stated at the beginning of this Deed.

Schedule 1 – Forms of letter for Collection Accounts

Part 1 – Notice to Account Bank

[On the letterhead of Chargor]

From : OCS Group UK Limited
Unit 5,
The Enterprise Centre,
Kelvin Lane,
Manor Royal,
Crawley,
West Sussex,
England,
RH10 9PE
(the **Chargor**)

To: HSBC UK Bank plc
1-3 Bishopsgate, London
EC2N 3AQ

(the **Collection Account Bank**)

Copy: Crédit Mutuel Factoring
Large Corporate Department
Nicolas Morgant
Tour D2
17 bis place des Reflets
92988, Paris la Défense Cedex]
France
(the **Factor**)

[Date]

Dear Sirs,

Charge over Collection Account (the Charge) dated [] 2023 between OCS Group UK Limited (the Chargor) and CRÉDIT MUTUEL FACTORING (the Factor) relating to the account IBAN [REDACTED] (the Collection Account)**

This letter constitutes notice to you that, under the Charge (a copy of which is attached), the Chargor has charged (by way of a first fixed charge) in favour of CRÉDIT MUTUEL FACTORING (the **Factor**) as first priority chargee all monies from time to time standing to the credit of the Collection Account and detailed below together with all other rights and benefits accruing to or arising in connection with the Collection Account (including, but not limited to, entitlements to interest).

We hereby waive all rights of confidentiality in relation to the Collection Account vis-à-vis the Factor and hereby irrevocably instruct and authorise you to:

- (a) disclose to the Factor at our expense any information relating to any Collection Account requested by the Factor (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure);

- (b) notify the Factor (at your discretion) of any failure by the Chargor to pay any fees, costs, expenses or other amounts due and payable by the Chargor to you in relation to a Collection Account, and, in the event that the Factor elects (in its absolute discretion) to pay such fees, costs, expenses or other amounts (as described above), to accept such payment as good discharge of the relevant fees, costs, expenses, and/or other amounts due and payable by the Chargor (without any right of recourse for you against the Factor arising as a result of the Factor's payment or your acceptance of such payment);
- (c) provide to the Factor (or any bank appointed by it) and us, on a daily basis via SWIFT messages MT940 and MT94, statements in connection with the Collection Account; and
- (d) process SWIFT MT 101 messages for the purposes of debiting and withdrawing from the Collection Account amounts standing to the credit thereof and transferring such amounts to the credit of the Factor's bank account with IBAN FR76 3006 6109 2400 0100 1170 115 and BIC CMCI-FR-PP-COR (or such other account as notified to you by the Factor from time to time) (it being understood that the Collection Account will be marked with an indication that it should not be allowed to go overdrawn).

The instructions in this letter may not be revoked or amended without the prior written consent of the Factor.

Please acknowledge receipt of this notice and indicate your agreement to the terms of it and to the additional terms set out in the collection account bank acknowledgement (the **Collection Account Bank Acknowledgement**) by signing and returning to the Factor (with a copy to us) the Collection Account Bank Acknowledgement.

This letter and any non-contractual obligations arising out of it, shall be governed by, any construed in accordance with, the law of England.

Yours faithfully,

.....
(Authorised signatory)
for the Chargor

Part 2 – Acknowledgement of Account Bank

[ON HSBC LETTERHEAD]

[Date]

To:

CRÉDIT MUTUEL FACTORING
Nicolas Morgant
Tour D2
17 bis place des Reflets
92988, Paris la Défense Cedex, France
(the **Security Holder**)

Copy to: OCS Group UK Limited
Unit 5,
The Enterprise Centre,
Kelvin Lane,
Manor Royal,
Crawley,
West Sussex,
England,
RH10 9PE
(the **Company**)

Dear Sirs,

1. We acknowledge receipt from the Company of a notice dated [*] (the "**Notice**") in respect of the account(s) described in the table below (the "**Charged Account**"):

Account number	Security agreement	Date of security agreement

2. We understand that the Company has granted security in favour of the Security Holder over all its rights, title and interest in the Charged Account and the monies from time to time standing to their credit.
3. To the best of our knowledge and belief, we are not aware of any interest of any third party in the Charged Account.
4. We have neither claimed nor exercised nor will claim nor exercise any security interest, setoff, counterclaim or other rights in respect of the Charged Account, the sums therein or the debts represented thereby, provided that, notwithstanding any term of the Notice we shall be entitled at any time to deduct from the Charged Account any amounts to satisfy:

- (a) any of our or the Company's obligations and/or liabilities incurred under the Direct Debit Scheme or in respect of other unpaid sums in relation to cheques and payment reversals, in relation to the Charged Account only; and
- (b) any costs or charges relating to the Charged Account under paragraph 7.

For the avoidance of doubt, no setoff will be applied against monies held in the Charged Account listed in paragraph 1 above.

5. Subject to the provisions within this letter, we may operate the Charged Account in the ordinary course of banking business and pursuant to the terms and conditions applicable to the Charged Account. In particular:

- (a) we may continue to collect cheques and other payment orders by any medium when accepting monies for the credit of the Charged Account;
- (b) we will accept instructions in relation to the Charged Account in accordance with the terms as follows:

- 1. if indicated to do so in an instruction given via SWIFT message MT940, providing the Security Holder with a statement in connection with the Charged Account on a daily basis;
- 2. processing SWIFT MT101 messages for the purposes of debiting and withdrawing from the Charged Account amounts standing to the credit thereof; and
- 3. if instructed to do so in the MT101 SWIFT message that has been signed and agreed by the appropriate Security Holder signatories, transferring such amounts to the credit of the Security Holder's bank account:

IBAN FR76 3006 6109 2400 0100 1170 115

BIC CMCI-FR-PP-COR

(or such other account as notified to it in the MT101 we receive) (please note: we will act on the MT101 which we receive, and that MT101 will include the detail of the account to which we are being requested to transfer the funds);

- (c) notwithstanding the provisions of paragraph 5(a) and 5(b) above, any other operation on the Charged Account shall be implemented with the joint signature of the Security Holder and the Company.
- (d) we may rely on any notice, instruction or other document or information believed by us to be genuine and correct which has been signed or communicated by the person by who it purports to be signed and communicated and we shall not be liable for the consequences;
- (e) have no obligation whatsoever to verify the facts or matters stated in any notice, instruction or other document or information received by us as true and correct, including whether the terms of any agreement between the Security Holder and the Company have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
- (f) are not obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions would breach a court order or be contrary to law or regulation;
- (g) confirm that nothing in this acknowledgment or otherwise deems us to be a trustee or other fiduciary with respect to the Charged Account and our relationship to the Company shall be that of banker and accountholder only; and

- (h) may provide information relating to the Charged Account to the Security Holder but, save as provided for in paragraph 5(b) above, nothing in this acknowledgment or otherwise requires us to provide information, undertake regular reporting or provide services in relation to the operation of the Charged Account that are not currently contemplated or undertaken by us as banker for the Company.
- 6. The Charged Account shall be operated on the basis of our standard terms and conditions as varied from time to time or by any other arrangement between us and the Company.
- 7. All costs, charges and expenses for the maintenance of the Charged Account and arising under this arrangement shall be the responsibility of the Company and in the event that these are not otherwise met by the Company when they are due such expenses may be debited directly by us to the Charged Account.
- 8. We shall be released from any obligation owed or agreed by us under or in connection with this acknowledgment or the Notice to act on the instruction, direction or communication of the Security Holder on the earlier of:
 - (a) the revocation of the instructions in the Notice (by operation of law or otherwise); and
 - (b) the date that we acknowledge receipt of a notice from the Security Holder (in form and substance satisfactory to us) in the form at Part 3 of Schedule.
- 9. This acknowledgment (including any non-contractual obligation arising out of or in connection with it) is governed by and shall be construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

Yours faithfully

[*signatory*]

For and on behalf of

HSBC UK Bank plc

Part 3 - Form of Release Notice

[ON SECURITY HOLDER LETTERHEAD]

[Date]

To: [insert HSBC employee]
 [insert HSBC employee]
 [insert HSBC employee]
 [insert HSBC employee]
 [insert HSBC employee]

HSBC UK Bank PLC
1-3 Bishopsgate, London
EC2N 3AQ

Copy to: OCS Group UK Limited
 Unit 5,
 The Enterprise Centre,
 Kelvin Lane,
 Manor Royal,
 Crawley,
 West Sussex,
 England,
 RH10 9PE
 (the **Company**)

Dear Sirs,

1. We refer to the notice of charge sent to you by us and/or the Company dated [*] (the "**Notice of Charge**") and the acknowledgment of charge sent by you to us and the Company dated [*] (the "**Acknowledgement of Charge**").
2. On and with effect from [*], the Security Holder:
 - (a) released the security created by the Company over the Charged Account (as defined in the Acknowledgment of Charge);
 - (b) reassigned to the Company absolutely all or any part of the Charged Account assigned to it.
3. The Security Holder acknowledges and confirms that it no longer has any rights or entitlements under or in connection with the Charged Account.

Yours faithfully

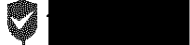
[signatory]

For and on behalf of

CRÉDIT MUTUEL FACTORING

Signatories

The Chargor


DocuSigned by:

EE862814AAC1479...

Executed as a deed by OCS Group UK Limited

acting by

Name: Tom Evans
Capacity: CFO

in the presence of:

Witness' signature: 
0EA7F32C02284FE...

Name: **Ben Perkins**

Address: 

Occupation: **Commercial Contracts Manager**

The Factor

Crédit Mutuel Factoring

Executed as a deed by Crédit Mutuel Factoring

acting by its attorney


C0B557EA4BC34AB...

pursuant to a Power of Attorney dated November 22th, 2022

in the presence of:

Witness' signature: 

Name: **Carbonell Magalie**

Address: 

Occupation: **Structurer**