



**Registration of a Charge**

Company Name: **OCS GROUP INTERNATIONAL LIMITED**

Company Number: **02946849**



Received for filing in Electronic Format on the: **15/08/2023**

XC9Y9GIP

**Details of Charge**

Date of creation: **11/08/2023**

Charge code: **0294 6849 0005**

Persons entitled: **GLAS SAS, AS SECURITY AGENT (AS DEFINED IN THE INSTRUMENT)**

Brief description: **A FIRST FIXED CHARGE OF ALL RIGHTS, TITLE AND INTEREST FROM TIME TO TIME IN AND TO ALL INTELLECTUAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE MARK NUMBER "AUSTRALIA 927944" AND SUCH OTHER INTELLECTUAL PROPERTY AS SET OUT IN SCHEDULE 5 OF THE INSTRUMENT.**

**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: 2946849

Charge code: 0294 6849 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2023 and created by OCS GROUP INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2023 .

Given at Companies House, Cardiff on 16th August 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 11 August 2023 by OCS Group International Limited with company registration number 02946849 (the "**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. This Deed is supplemental to the security charged by the New Chargor pursuant to the limited recourse charge over shares dated 23 June 2023 entered into between, the New Chargor and the Security Agent (as amended from time to time) (the "**Share Charge**").

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

### **1. ACCESSION**

The 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**

The 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 such New Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by 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;
- 3.3 continuing security for the payment and discharge of all the Secured Obligations; and

3.4 supplemental to the prior security created pursuant to the Share Charge.

#### **4. FIXED SECURITY**

##### **4.1 Fixed charge over Tangible Moveable Property**

The 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**

The 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**

The 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**

The 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**

The 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**

The 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**

The 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**

The 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**

The New Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 5.1 (*Assignment of Accounts*), 5.2 (*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**

The 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**

The 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**

The 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 The 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 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**

The 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 and Share Charge 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.
- 10.3 Notwithstanding anything to the contrary in this Deed or the Debenture, any Security created by or pursuant to this Deed is supplemental to, in all respects, the Security created by or pursuant to the Share Charge.
- 10.4 For so long as the Share Charge has not been released or discharged and provided that the New Chargor is in compliance with the terms of the Share Charge (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Deed at Companies House pursuant to section 859A of the Companies Act 2006)) then to the extent that the terms of this Deed impose the same or substantially the same obligation in respect of the same assets, the New Chargor will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the Share Charge.

## 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 Chargor 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

**OCS GROUP INTERNATIONAL LIMITED**



Signature of Director

Robert Tatal

Name of Director



Signature of Director/~~Secretary~~

S.P. Thorn-Davis

Name of Director/~~Secretary~~

**The Security Agent**

**GLAS SAS**


By: [REDACTED]

Name: Harimira Rojasna

Title: Transition Manager

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

**OCS PARCO LIMITED**

By:  .....

Name: SCOTT PETER THORN-DAVLS

Title: Director.

**SCHEDULE 1**  
**SHARES AND INVESTMENTS**

<b>Chargor</b>	<b>Company issuing shares</b>	<b>Description and number of shares held</b>
OCS Group International Limited	OCS Group UK Limited	2,000,000 ordinary shares

**SCHEDULE 2****SPECIFIC CONTRACTS**

None at the date of this Deed.

### SCHEDULE 3

#### ACCOUNTS

<b>Name of Account Holder</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Mandatory Prepayment Account?</b>
OCS Group International Limited	HSBC Bank PLC 1 Centenary Square Birmingham B11 HQ			No
OCS Group International Limited	HSBC Bank PLC City of London Branch 60 Queen Victoria Street London EC4N 4TR			No
OCS Group International Limited	HSBC Bank PLC City of London Branch 60 Queen Victoria Street London EC4N 4TR			No
OCS Group International Limited	HSBC Bank PLC 1 Centenary Square Birmingham B11 HQ			No









## SCHEDULE 4









### INSURANCE POLICIES









<b>Policy Holder</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Policy Name</b>
OCS Group International Limited	HDI Global SE - UK	880-01151937-14130	Property Damage & Business Interruption
OCS Group International Limited	Stirling	BOWTL2350036	Terrorism
OCS Group International Limited	HDI Global SE - UK	110-01151937-14086	Public and Products Liability
OCS Group International Limited	QBE Europe SA/NV	Y139895QBE0723a	Public and Products Liability
OCS Group International Limited	QBE Europe SA/NV	Y011303GBE0723A	Public and Products Liability
OCS Group International Limited	HDI Global SE - UK	110-01151937-30014	Employers Liability
OCS Group International Limited	QBE Europe SA/NV	Y104702QBE0723A	Employers Liability
OCS Group International Limited	HDI Global SE - UK	201-01151937-14053	Motor Fleet UK
OCS Group International Limited	Starr Europe Insurance Ltd (EEA) Starr International (Europe) Ltd (Non-EEA)	AVNPL2350009	Aviation Liability
OCS Group International Limited	QBE European Company Operations	CREUA2350003	Contract Works

## SCHEDULE 5

### INTELLECTUAL PROPERTY














Mark number	Mark	Classes	Date filed	Registered Date
Australia 927944		6, 11, 31, 35, 36, 37, 39, 40, 41, 43, 44, 45	20-Sep-2002	14-Feb-2005
Australia 927947			20-Sep-2002	14-Feb-2005
China 7138077		45	29-Dec-2008	14-Aug-2010
EU 2643104		6, 11, 31, 35, 36, 37, 39, 40, 41, 43, 44	26-Mar-2002	25-Nov-2005
India 848856	OCS	21	31-Mar-1999	23-Jun-2016
India 2390053	OCS	6, 11, 31, 35, 37, 39, 40, 41, 42, 43, 44, 45	05-Sep-2012	12-Jun-2018
India 2390054		6, 11, 31, 35, 37, 39, 40, 41, 42, 43, 44, 45	29-Aug-2012	
Ireland 230854		6, 11, 31, 35, 36, 37, 39, 40, 41, 43, 44, 45	14-Mar-2003	05-May-2005
				
Malaysia 2014008522	OCS	37	31-Jul-2014	09-Nov-2015
Malaysia 2014008523			31-Jul-2014	09-Nov-2015

New Zealand 715524		45	20-Jul-2004	07-Apr-2005
				
New Zealand 683307		6, 11, 31, 35, 36, 37, 39, 40, 41, 43, 44	23-Jul-2003	13-Jan-2005
				
Qatar 77301	OCS	6	14-Oct-2012	04-Oct-2018
Qatar 77302	OCS	11	14-Oct-2012	04-Oct-2018
Qatar 77303	OCS	31	14-Oct-2012	04-Oct-2018
Qatar 77304	OCS	35	14-Oct-2012	04-Oct-2018
Qatar 77305	OCS	37	14-Oct-2012	04-Oct-2018
Qatar 77307	OCS	40	14-Oct-2012	02-Jun-2020
Qatar 77308	OCS	41	14-Oct-2012	02-Jun-2020
Qatar 77309	OCS	42	14-Oct-2012	02-Jun-2020
Qatar 77310		6	14-Oct-2012	17-Oct-2018
Qatar 77311		11	14-Oct-2012	17-Oct-2018
Qatar 77313		35	14-Oct-2012	17-Oct-2018
Qatar 77314		37	20-Oct-2012	17-Oct-2018

Qatar 77316		40	14-Oct-2012	03-Jun-2020
Qatar 77317		41	14-Oct-2012	03-Jun-2020
Qatar 77318		42	14-Oct-2012	03-Jun-2020
Qatar 77312		31	14-Oct-2012	17-Oct-2018
Saudi Arabia 1436002371	OCS	42	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002367	OCS	35	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002368	OCS	37	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002369	OCS	40	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002370	OCS	41	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002376		35	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002377		37	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002378		40	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002379		41	24-Nov-2014	02-Apr-2015
Saudi Arabia 1436002380		42	24-Nov-2014	02-Apr-2015

Singapore T1212159G	OCS	37, 39	17-Aug-2012	09-Sep-2015
Singapore T1212160J		37, 39	17-Aug-2012	09-Sep-2015
South Africa 95/5604	OCS	37	02-May-1995	06-Feb-1998
Thailand TM403881		31	22-Aug-2012	23-Nov-2015
Thailand 171133358		35	22-Aug-2012	10-Nov-2017
Thailand 171124034		35	22-Aug-2012	03-Aug-2017
Thailand 181109374		39	22-Aug-2012	17-Apr-2018
Thailand 171121296		40	22-Aug-2012	07-Jul-2017
Thailand SM69535		42	22-Aug-2012	13-Jan-2016
Thailand SM73250		43	22-Aug-2012	17-Jun-2016
Thailand 181106673		44	22-Aug-2012	19-Mar-2018
Thailand SM70875		45	22-Aug-2012	23-Mar-2016
UAE 182645	OCS	6	28-Nov-2012	10-Jun-2014
UAE 182646	OCS	11	28-Nov-2012	10-Jun-2014
UAE 182647	OCS	31	28-Nov-2012	10-Jun-2014
UAE 182648	OCS	35	28-Nov-2012	10-Jun-2014

UAE 182649	OCS	37	28-Nov-2012	10-Jun-2014
UAE 182651	OCS	40	28-Nov-2012	10-Jun-2014
UAE 182652	OCS	41	28-Nov-2012	10-Jun-2014
UAE 182653	OCS	42	28-Nov-2012	10-Jun-2014
UAE 182654	OCS	43	28-Nov-2012	10-Jun-2014
UAE 182655	OCS	44	28-Nov-2012	10-Jun-2014
UAE 182656	OCS	45	28-Nov-2012	30-Apr-2014
UAE 182657		6	28-Nov-2012	10-Jun-2014
UAE 182658		11	28-Nov-2012	10-Jun-2014
UAE 182659		31	28-Nov-2012	10-Jun-2014
UAE 182660		35	28-Nov-2012	10-Jun-2014
UAE 182661		37	28-Nov-2012	10-Jun-2014
UAE 182662		39	28-Nov-2012	10-Jun-2014
UAE 182663		40	28-Nov-2012	10-Jun-2014
UAE 182664		41	28-Nov-2012	10-Jun-2014
UAE 182665		42	28-Nov-2012	10-Jun-2014

UAE 182666		43	28-Nov-2012	10-Jun-2014
UAE 182667		44	28-Nov-2012	10-Jun-2014
UAE 182668		45	28-Nov-2012	10-Jun-2014
UK 2383859	   	43	08-Feb-2005	07-Apr-2006
UK 1279178	O C S	37	01-Oct-1986	26-May-1989
UK 1556285	OCS	42	10-Dec-1993	16-Dec-1994
UK 2442409	 	6, 7, 9, 11, 12, 19, 35, 37, 41	22-Dec-2006	22-Feb-2008
UK 2296435	 <i>One Complete Solution</i>  <i>One Complete Solution</i>	6, 11, 31, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45	26-Mar-2002	12-Nov-2004
UK 2520624	OCS SECURECLEAN	37, 45	09-Jul-2009	08-Jan-2010
UK 2520622	OCS SECURESMART	45	09-Jul-2009	20-Nov-2009
UK 2296445	 <i>The Can Do Company</i>  <i>The Can Do Company</i>	6, 11, 35, 36, 39 40, 41, 42, 43, 44, 45	26-Mar-2002	12-Nov-2004

UK  
2416695



41.

15-Mar-2006    01-Sep-2006



**SCHEDULE 6**  
**MONETARY CLAIMS**

None at the date of this Deed.