



Registration of a Charge

Company Name: **J V PRICE LIMITED**

Company Number: **04840914**



XC9VFFIG

Received for filing in Electronic Format on the: **14/08/2023**

Details of Charge

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

Charge code: **0484 0914 0004**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED**

Brief description: **THE INTELLECTUAL PROPERTY SPECIFIED IN THE INSTRUMENT. FOR MORE DETAILS, PLEASE REFER TO 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: **VIC SOHAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4840914

Charge code: 0484 0914 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2023 and created by J V PRICE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2023 .

Given at Companies House, Cardiff on 14th 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**

EXECUTION VERSION

ACCESSION DEED

This Deed is dated 11 August 2023

Between:

- (1) Those companies listed at the Schedule to this Deed (each an “Additional Chargor” and together the “Additional Chargors”);
- (2) **Oscar Topco Limited**, a company incorporated in England & Wales with registration number 12371467 and registered address at Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU (the “Company”); and
- (3) **Alter Domus Trustees (UK) Limited** as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the “Security Agent”).

Background:

- (A) The Additional Chargors are members of the Group.
- (B) The Company has entered into a debenture dated 25 July 2023 (the “Debenture”) between the Company and the Security Agent.
- (C) The Additional Chargors have each agreed to enter into this Deed and to become a Chargor under the Debenture. The Additional Chargors will also, by execution of a separate instrument, become a party to the Facilities Agreement and Intercreditor Agreement as Obligors.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document as defined in the Facilities Agreement.

2. Accession

With effect from the date of this Deed, each Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. Security

Paragraphs (a) to (j) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (a) All the Security created by this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

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- (b) If an Additional Chargor assigns an agreement under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
 - (i) such Additional Chargor must notify the Security Agent immediately;
 - (ii) the assignment or charge will not take effect until that consent is obtained;
 - (iii) unless the Security Agent otherwise requires, such Additional Chargor must, and each other Additional Chargor must ensure that such Additional Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (iv) such Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (e) Each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (f) below.
- (f) Each Additional Chargor with full title guarantee, and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Agent:
 - (i) unless otherwise charged and perfected by way of first fixed charge, by way of first legal mortgage, all its present and future right, title and interest in Investments (including the Shares);
 - (ii) by way of first fixed charge, all its present and future right, title and interest in:
 - (A) Investments (including the Shares);
 - (A) all Accounts;
 - (B) all Monetary Claims and all rights and claims against third parties in respect of those Monetary Claims and all corresponding Related Rights other than claims which are otherwise subject to a fixed charge or assignment pursuant to the Debenture;
 - (C) all uncalled capital and goodwill of the Chargor;
 - (D) all Intellectual Property (including all Registered Intellectual Property) owned by it or acquired by it in the future, and all Related Rights;
 - (E) the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it in connection therewith;
 - (F) all Plant and Machinery;
 - (G) all Business Technical Information in the possession of and owned by it;

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- (H) all Insurances; and
- (I) to the extent that any of the Assigned Assets are not effectively assigned under clause 3(f)(iii) below, or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets, and
- (iii) assigns absolutely, subject to a proviso for reassignment on redemption, all of its present and future rights, title and interest in and to the benefit of:
 - (A) the Insurances;
 - (B) all Monetary Claims and all rights and claims against third parties in respect of those Monetary Claims and all corresponding Related Rights other than claims which are otherwise subject to a fixed charge or assignment pursuant to the Debenture; and
 - (C) all the Relevant Contracts.
- (g) Each Additional Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Agent by way of first floating charge, its undertaking and all its assets, both present and future not otherwise effectively mortgage, charged or assigned by paragraph (f) above.
- (h) The floating charge created by any Chargor pursuant to paragraph (g) above is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (i) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Deed and the Security Agent may at any time following the occurrence of a Declared Default appoint an administrator of the Additional Chargor pursuant to that paragraph.
- (j) No Additional Chargor may:
 - (ii) create or purport to create or permit to exist any Security over any of its assets;
 - (iii) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of or purport to dispose of all or any part of its assets;
 - (iv) without the prior written consent of the Security Agent declare a trust of, create or purport to create or permit to arise or subsist (including granting any option) any lease, licence, interest or right to occupy in favour of, or share possession of, any of its Real Property with any third party; or
 - (v) do or cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value to the Security Agent (as agent and trustee for the Secured Party) of the Security created or intended to be created by this Debenture,

in each case, unless permitted under and in accordance with the Facilities Agreement.

4. **Miscellaneous**

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargors had been original parties in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture Schedule 1 (or any part of it) will include a reference to the to this Deed (or relevant part of it); and
- (c) the Company, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.

5. **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.

6. **Governing Law**

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

7. **Jurisdiction of English Courts**

- (a) 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 or any non-contractual obligations arising out of or in connection with this Deed) (a “**Dispute**”) (whether arising in contract, tort or otherwise).
- (b) 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.
- (c) This Clause 7 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into on the date stated at the beginning of this Deed and has been signed on behalf of the Security Agent and executed as a deed by the Additional Chargors and is intended to be and is delivered by it as a deed on the date specified above.

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Schedule (to Deed of Accession)

Part 1 Additional Chargors

Additional Chargor	Registered Number	Registered office
Oscar Midco Limited	12372052	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
Churchill Managed Services Limited	12372155	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
Churchill Contract Services Group Holdings Limited	07317156	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
Churchill Contract Services Limited	03762020	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
Amulet (Churchill Security Solutions) Limited	07317266	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
Churchill Environmental Services Limited	05455787	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
Chequers Contract Services Limited	05134135	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
Chequers Electrical and Building Services Limited	05238919	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU

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J V Price Limited	04840914	Cedar House Parkland Square, 750a Capability Green, Luton, Bedfordshire, England, LU1 3LU
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EXECUTION VERSION

Part 2

Shares

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Oscar Midco Limited	Churchill Managed Services Limited	n/a	Ordinary shares of £0.01 each	100
Churchill Managed Services Limited	Churchill Contract Services Group Holdings Limited	n/a	Ordinary shares of £1.00 each	200,000
Churchill Contract Services Group Holdings Limited	Churchill Contract Services Limited	n/a	Ordinary shares of £1.00 each	2
	Amulet (Churchill Security Solutions Limited)	n/a	Ordinary shares of £1.00 each	1
	Churchill Environmental Services Limited	n/a	Ordinary shares of £1.00 each	120
	Chequers Contract Services Limited	n/a	A Ordinary shares of £1.00 each	1020
			B Ordinary shares of £0.01 each	100
	Chequers Electrical and Building Services Limited	n/a	A Ordinary shares of £1.00 each	1,000
Churchill Contract Services Limited	JV Price Limited	n/a	Ordinary shares of £1.00 each	100

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Part 3
Relevant Contracts

Intentionally left blank.

Part 4
Intellectual Property

Chargor	Description
Amulet (Churchill Security Solutions Limited)	Trademarks <ul style="list-style-type: none"> • Amulet- Class 45 • Amulet Logo (2) – Class 45 • On Verve logo- Class 41,45 • Project Blueprint- Class 9, 41, 42, 45 • Project Blueprint Logo- Class 9, 41, 42, 45 • Daymaker- Class 41,45
Churchill Contract Services Limited	Trademarks <ul style="list-style-type: none"> • Chequers Logo (2)- Class 37 • Churchill – Class 9, 35,36,37,44 • Churchill Cleaning Logo – Class 37 • Churchill Environmental Logo- Class 9, 42, 45 • Churchill Group Logo – Class 35,26,37,44 • DeliVr Immersive Training- Class 9, 35,37 • Portfolio by Churchill- Class 37,45 • PRISM Logo- Class 9, 37, 42

EXECUTION VERSION

Part 5
Insurances

Intentionally left blank

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Part 6

Accounts

Account holder	Account number	Sort code	Currency	Account type
Churchill Environmental Services Limited	██████	██████	GBP	Current
Churchill Contract Services Limited	██████	██████	GBP	Current
Chequers Contract Services Limited	██████	██████	GBP	Current
Amulet (Churchill Security Solutions) Limited	██████	██████	GBP	Current
Churchill Managed Services Limited	██████	██████	GBP	Current
Churchill Environmental Services Limited	██████	██████	GBP	Direct Debit
Amulet (Churchill Security Solutions) Limited	██████	██████	GBP	Direct Debit
Chequers Electrical and Building Services Limited	██████	██████	GBP	Current
Chequers Contract Services Limited	██████	██████	GBP	Current
J V Price Limited	██████	██████	GBP	Current

Signatories (to Deed of Accession)

The Additional Chargors

EXECUTED AS A DEED

By: Oscar Midco Limited

Signature of Director

Joel Matthew Briggs
Name of Director

in the presence of

Signature of witness

Molly Vandervell
Name of witness

Address of witness

EXECUTED AS A DEED

By: Churchill Managed Services Limited

Signature of Director

Joel Matthew Briggs
Name of Director

in the presence of

Signature of witness

Molly Vandervell
Name of witness

Address of witness

EXECUTION VERSION

EXECUTED AS A DEED

By: Amulet (Churchill Security Solutions) Limited

[Redacted Signature] Signature of Director

Joel Matthew Briggs Name of Director

in the presence of

[Redacted Signature] Signature of witness

Molly Vandervell Name of witness

[Redacted Address] Address of witness

EXECUTED AS A DEED

By: Churchill Environmental Services Limited

[Redacted Signature] Signature of Director

Joel Matthew Briggs Name of Director

in the presence of

[Redacted Signature] Signature of witness

Molly Vandervell Name of witness

[Redacted Address] Address of witness

EXECUTION VERSION

EXECUTED AS A DEED

By: Chequers Contract Services Limited

[Redacted Signature] Signature of Director

Joel Matthew Briggs Name of Director

in the presence of

[Redacted Signature] Signature of witness

Molly Vandervell Name of witness

[Redacted Address] Address of witness

EXECUTED AS A DEED

By: Chequers Electrical and Building Services Limited

[Redacted Signature] Signature of Director

Joel Matthew Briggs Name of Director

in the presence of

[Redacted Signature] Signature of witness

Molly Vandervell Name of witness

[Redacted Address] Address of witness

EXECUTION VERSION

EXECUTED AS A DEED

By: J V Price Limited

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

EXECUTION VERSION

The Security Agent

ALTER DOMUS TRUSTEES (UK)
LIMITED



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By: Authorized signatory

Catherine Hayward Hughes