



Registration of a Charge

Company name: **ENTERPRISE SECURITY DISTRIBUTION (SOUTH WEST) LIMITED**
Company number: **03751055**



X9ZKWM5D

Received for Electronic Filing: **04/03/2021**

Details of Charge

Date of creation: **02/03/2021**

Charge code: **0375 1055 0003**

Persons entitled: **ALLIED IRISH BANKS P.L.C.**

Brief description:

Contains fixed charge(s).

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

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:

HILL DICKINSON LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3751055

Charge code: 0375 1055 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2021 and created by ENTERPRISE SECURITY DISTRIBUTION (SOUTH WEST) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2021 .

Given at Companies House, Cardiff on 5th March 2021

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

This **DEED OF ACCESSION** dated 2 March 2021, is made

BETWEEN

- (1) **THE COMPANIES** listed in Part 1 of the Schedule (each a **Subsidiary** and together the **Subsidiaries**);
- (2) **FORTUS GROUP ENGLAND & WALES LIMITED** (the **Parent**) for itself and as agent for and on behalf of each of the other Companies named in the Debenture referred to below; and
- (3) **ALLIED IRISH BANKS, P.L.C.** as Lender.

WHEREAS

- (A) The Subsidiaries are wholly owned Subsidiaries of the Parent and the Parent is a wholly owned Subsidiary of Fortus Group Ireland Limited (the **Borrower**).
- (B) The Parent entered into a debenture dated 24 December 2019 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the **Debenture**) between the Parent, each of the companies named therein as Companies and Allied Irish Banks, P.L.C. as Lender.
- (C) Each Subsidiary has, at the request of the Borrower and in consideration of the Lender making or continuing to make facilities available to the Borrower or any other members of the Group and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Company under the Debenture.

NOW THIS DEED WITNESSES as follows:

1. Each Subsidiary hereby covenants jointly and severally with the other Companies a party to the Debenture that it will on demand by the Lender discharge the Secured and undertakes to pay to the Lender every sum (of principal, interest or otherwise) now or hereafter owing, due or incurred by it in respect of the Secured Obligations.
2. If any liability referred to in clause 1 becomes due (whether upon the making of a demand or otherwise) each Subsidiary shall pay interest on such sums (after as well as before judgement) from the date of demand until the date of payment calculated on a daily basis at the rate and in the manner agreed in writing between each Subsidiary and the Lender in respect thereof and in the absence of such agreement, at the Default Rate.
3. Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms hereof and of the Debenture, each Subsidiary as beneficial

EXECUTION VERSION

owner, as security for the payment, discharge and performance of all Secured Obligations, hereby and by the Debenture in favour of the Lender:

- 3.1 **Legal Mortgage:** with full title guarantee as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges and agrees to charge to the Lender by way of first legal mortgage all its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it has an interest from time to time:

- (a) all the property specified opposite the name of that Subsidiary (if any) in Part 2 of the Schedule; and
- (b) all other estates and interests in freehold, leasehold and other immovable property (wherever situated) of that Subsidiary (if any) at the date of this Debenture vested in, or charged to, that Subsidiary and not charged by paragraph (a) above.

- 3.2 **Fixed Charges:** Each Subsidiary with full title guarantee as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges and agrees to charge to the Lender by way of first fixed charge:

- (a) all its other estate, right, title or interests in any land or buildings (not charged by sub-paragraph (a) of the paragraph above headed Legal Mortgage and including any and all future estate, right, title or interests of it in any land and buildings and in any other freehold or leasehold property (whether or not registered) vested in or held by or on behalf of it from time to time and/or the proceeds of sale thereof together in all cases (to the extent the same are not otherwise subject to an effective fixed security hereunder) with all fixtures and fittings (including trade fixtures) and all fixed plant and machinery from time to time in or on such land or buildings;
- (b) other than to the extent already subject to an effective fixed security under this Deed, all present and future Ancillary Rights and Compensation Rights of each Subsidiary;
- (c) all rights and claims to which that Subsidiary is now or may hereafter become entitled in relation to or in connection with the Secured Assets including those against any manufacturer, supplier, installer, builder, contractor, professional advisor or Lessee and any guarantor or surety for the obligations of any such person and, to the extent that any of the Secured Assets are now, or at any time hereafter may be, hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligation of such person and any other rights and benefits relating thereto;
- (d) all of its present and future rights, title, interest and benefit in and to the Plant and Equipment specified in Part 3 of the Schedule;
- (e) all of its present and future rights, title, interest and benefit in and to the uncalled capital of each Subsidiary and all rights and claims to which it is now or may hereafter become entitled as a result of any calls made in relation thereto;

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- (f) all of its present and future rights, title, interest and benefit in and to the Intellectual Property specified in Part 4 of the Schedule;
- (g) all of its present and future rights, title, interest and benefit in and to the Other Contracts;
- (h) all goodwill (including all brand names not otherwise subject to an effective fixed security under this Deed) now or at any time hereafter belonging to each Subsidiary;
- (i) any beneficial interest, claim or entitlement each Subsidiary has in any pension fund or any asset of any pension fund now or at any time hereafter;
- (j) its Book Debts, both collected and uncollected, the proceeds of the same and all monies otherwise due and owing to it (but excluding, to the extent effectively charged to the Lender pursuant to clause 3.2(l), each Account maintained with the Lender);
- (k) all rights and claims to which each Subsidiary is now or may hereafter become entitled in relation to each Account maintained with the Lender (including, for the avoidance of doubt, all proceeds sitting to the credit of each Account specified in Part 5 of the Schedule); and
- (l) all of its present and future rights, title, interest and benefit in and to the Secured Assets referred to in clause 3.4 (*Assignments*) to the extent that such Secured Assets are not effectively assigned by or otherwise subject to an effective fixed security under that clause.

To the extent that a fixed charge is not created under paragraph (f) above over any of the Intellectual Property, the charge thereof purported to be effected by that paragraph (f) shall operate as an absolute assignment of any and all damages, compensation, remuneration, profit, rent or income which each Subsidiary may now or at any time hereafter derive therefrom or be awarded or entitled to in respect thereof.

Investments: Each Subsidiary with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges to the Lender by way of first fixed charge all its present and future right, title, interest and benefit in and to the Shares specified in Part 6 of the Schedule, including all present and future Related Rights accruing to all or any of the Shares.

Assignments: Each Subsidiary with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Lender by way of first fixed security as a continuing security for the payment, performance and discharge of the Secured Obligations all its present and future right, title, interest and benefit in and to:

- (a) the Material Contracts, including all monies payable to each Subsidiary, and any claims, awards and judgments in favour of, or receivable or received by that Subsidiary, under, in connection with or pursuant to any Material Contract;
- (b) all Licences;
- (c) all Leases;

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- (d) all Insurances specified in Part 8 of the Schedule and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances);
- (e) all Accounts specified in Part 5 of the Schedule which are held with an Account Bank; and
- (f) all other Receivables (not otherwise assigned under this Deed).

To the extent that any Secured Asset described in paragraph (d) above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of that Subsidiary to any proceeds of the Insurances.

Floating Charge: Each Subsidiary with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges to the Lender by way of first floating charge all of that Subsidiary's stock-in-trade, inventory and raw materials together with the whole of its undertaking and property, assets and rights whatsoever and wheresoever both present and future other than any assets for the time being effectively charged or mortgaged to the Lender by way of fixed charge or mortgage or effectively assigned (whether at law or in equity) to the Lender or otherwise subject to an effective fixed security in favour of the Lender.

- 3.2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.
- 3.3 Anything herein to the contrary notwithstanding (i) each Subsidiary shall remain liable under any contracts, agreements and other documents included in the Charged Property (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Deed had not been executed, (ii) the exercise by the Lender of any of the rights hereunder shall not release any Subsidiary from any of its duties or obligations under such contracts, agreements and other documents and (iii) the Lender shall not have any obligation or liability under any such contracts, agreements or other documents included in the Secured assets by reason of this Deed, nor shall the Lender be obligated to perform any of the obligations or duties of such Subsidiary thereunder or to take any action to collect or enforce any such contract, agreement or other document.
- 3.4 **Creation of Trust:** To the extent that any of the Subsidiaries' present and future right, title, interest and benefit in and to any Material Contract and/or any Other Contract is not effectively assigned or charged under this Deed, that Subsidiary hereby acknowledges, declares and agrees that it shall:
 - (a) hold all its present and future right, title, interest and benefit in and to such Material Contract and/or Other Contract (including all monies payable to that Subsidiary and any claims, awards and judgments in favour of, or receivable or received by, that Subsidiary under, in connection with, or pursuant to, such Material Contract and/or Other Contract) upon trust for the Lender absolutely; and

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- (b) comply with any direction that may be given to it by or on behalf of the Lender from time to time with regards to the assertion, exercise or enjoyment of any rights under such Material Contract and/or Other Contract.

3.5 Continuing Obligations: Notwithstanding anything herein to the contrary:

- (a) each Subsidiary shall remain liable under any contracts (including the Material Contracts and the Other Contracts), agreements and other documents included in the Secured Assets (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Deed had not been executed;
- (b) the exercise by the Lender of any of the rights hereunder shall not release any Subsidiary from any of its duties or obligations under such contracts, agreements and other documents; and
- (c) the Lender shall not have any obligation or liability under any such contracts, agreements or other documents included in the Secured Assets by reason of this Deed, nor shall the Lender be obligated to perform any of the obligations or duties of each Subsidiary thereunder or to take any action to collect or enforce any such contract, agreement or other document.

4. Terms defined in the Debenture shall have the same meaning in this Deed.

5. Each Subsidiary hereby agrees to become a party to and to be bound by the terms of the Debenture as a Company with immediate effect and so that the Debenture shall be read and construed for all purposes as if that Subsidiary had been an original party thereto in the capacity of a Company (but so that the security created consequent on such accession shall be created on the date hereof). Each Subsidiary hereby undertakes to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Company. In accordance with the foregoing, each Subsidiary now grants to the Lender the assignments, charges, mortgages and other security described in the Debenture as being granted, created or made by Companies thereunder, to the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession. The Debenture and this Deed shall be read as one to this extent and so that references in the Debenture to "this Debenture", "herein", and similar phrases shall be deemed to include this Deed.

6. The Borrower, for itself and as agent for and on behalf of all other Companies under the Debenture, hereby agrees to all matters provided for herein.

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

SCHEDULE to Deed of Accession

Part 1- Subsidiaries

Name	Registered Number	Registered Office	Jurisdiction
Enterprise Security Distribution Limited	02760626	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales
Enterprise Security Distribution (Beds) Limited	04102952	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales
Enterprise Security Distribution (Kent) Limited	03836109	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales
Enterprise Security Distribution (Midlands) Limited	03771931	Blanche & Co 3 The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales
Enterprise Security Distribution (Norfolk) Limited	06730296	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales
Enterprise Security Distribution (North West) Limited	04464855	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales
Enterprise Security Distribution (South West) Limited	03751055	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales

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Enterprise Security Distribution (West Mids) Limited	05617166	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales
Enterprise Security Distribution (Yorkshire) Limited	05928925	C/O Blanche & Co 3b The Lanterns 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX	England and Wales

Part 2- Property

Name	Property Description	Title Number
Enterprise Security Distribution (Beds) Limited	Units 12 & 13, Grisedale Court, Postley Road, Woburn Rd Industrial Estate, Kempston, Beds. MK42	The property registered with absolute freehold title at Land Registry under title number BD110050 The property registered with absolute freehold title at Land Registry under title number BD111323
Enterprise Security Distribution (West Mids) Limited	60/62 Church Road, Aston, Birmingham B6 5TY	Land on the south east side of Lichfield Road, Aston, Birmingham registered with absolute freehold title at Land Registry under title number WM211580

Part 3- Plant and Equipment

None at the date of this Deed

Part 4 – Intellectual Property

None at the date of this Deed

Part 5 – Accounts

Part I – Blocked Accounts

None at the date of this Deed

Part II – Other Accounts

Company	Account Bank	Account Name	Account Number	Sort Code
Enterprise Security Distribution (Beds) Limited	Barclays Bank	Confidential Invoice Discounting A/C		
Enterprise Security Distribution (Beds) Limited	Barclays Bank	Current A/C		
Enterprise Security Distribution (Kent) Limited	Barclays Bank	Confidential Invoice Discounting A/C		
Enterprise Security Distribution (Kent) Limited	Barclays Bank	Current A/C		
Enterprise Security Distribution Limited	Barclays Bank	Confidential Invoice Discounting A/C		
Enterprise Security Distribution Limited	Barclays Bank	Current A/C		
Enterprise Security Distribution (Midlands) Limited	Barclays Bank	Confidential Invoice Discounting A/C		
Enterprise Security Distribution (Midlands) Limited	Barclays Bank			
Enterprise Security Distribution (Norfolk) Limited	Barclays Bank	Confidential Invoice Discounting A/C		
Enterprise Security Distribution (Norfolk) Limited	Barclays Bank	Current A/C		

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Enterprise Security Distribution (North West) Limited	Barclays Bank	Current A/C
Enterprise Security Distribution (North West) Limited	Barclays Bank	Factoring A/C
Enterprise Security Distribution (South West) Limited	Barclays Bank	Commercial
Enterprise Security Distribution (South West) Limited	Barclays Bank	Current A/C
Enterprise Security Distribution (West Mids) Limited	Barclays Bank	Invoice Discounting A/C
Enterprise Security Distribution (West Mids) Limited	Barclays Bank	Current A/C
Enterprise Security Distribution (Yorkshire) Limited	Barclays Bank	Confidential Invoice Discounting A/C
Enterprise Security Distribution (Yorkshire) Limited	Barclays Bank	Current A/C

Part 6 – Shares

None at the date of this Deed

Part 7 – Material Contracts

1. Tenancy Agreement dated 1 May 2020 between (1) A D Streams & M H Boreham and (2) Enterprise Security Distribution Limited
2. Lease dated 12 September 2017 between (1) Dyson Properties Limited and (2) Enterprise Security Distribution (Midlands) Limited
3. Renewal lease by reference to an existing lease relating to Premises known as Units 17 & 18 Telford Close, Burnet Road, Sweet Briar Industrial Estate, Norwich NR3 2BN between (1) Garden Link Homes Limited and (2) Enterprise Security Distribution (Norfolk) Limited
4. Renewal lease by reference to an existing lease relating to Unit K Northstage, Broadway, Salford dated 20 April 2018 between (1) Stuart swimmer and Vivien Swimer, (2) Enterprise Security Distribution (North West) Limited and (3) Enterprise Security Distribution Limited

Part 8 – Insurances

Company Name	Insurer	Policy Type
Enterprise Security Distribution Limited	DOA/Arch	Commercial Combined incl EL - DOA/CC/SS3014741
Enterprise Security Distribution (Beds) Limited	Ensphere / Aviva	Wholesale Commercial Combined Policy - 25201440CHC/ ENSO4753
Enterprise Security Distribution (Kent) Limited	<ul style="list-style-type: none"> • Arch • Arch 	<ul style="list-style-type: none"> • Commercial Combined Policy - DOA/CC/SSA291286 • EL Policy- DOA/CC/SS2940226
Enterprise Security Distribution (Midlands) Limited	<ul style="list-style-type: none"> • Allianz • Aviva 	<ul style="list-style-type: none"> • Motor Insurance (32/BV/15316275/12) • Commercial Combined / EL (25201440CHC/ENSO4759)
Enterprise Security Distribution (Norfolk) Limited	DOA/Arch	Commercial Combined
Enterprise Security Distribution (North West) Limited	DOA/Arch	Commercial Combined (DOA/CC/SS6505210)
Enterprise Security Distribution (West Mids) Limited	<ul style="list-style-type: none"> • DOA/Arch 	<ul style="list-style-type: none"> • Commercial Combined (DOA/CC/SS2737662)
Enterprise Security Distribution (Yorkshire) Limited	<ul style="list-style-type: none"> • DOA/Arch • Allianz 	<ul style="list-style-type: none"> • Commercial Combined (DOA/CC/SS1617159) • Commercial Vehicle (14/CX/29237380/12)
Enterprise Security Distribution (South West) Limited	<ul style="list-style-type: none"> • Aviva 	<ul style="list-style-type: none"> • Commercial Combined / EL (25201440CHC/ENSO4759)

EXECUTION VERSION

Executed as a deed by **FORTUS GROUP
ENGLAND & WALES LIMITED** acting by a
director in the presence of:

)
) Director
)
)

Witness Signature

Asma Mousa

Witness Name

1 Airport Grove Ave Stockley Ave D16 7EJ6

Witness Address

Head of finance

Witness Occupation

LENDER

Signed by:

for and on behalf of

ALLIED IRISH BANKS, P.L.C.

EXECUTION VERSION

Executed as a deed by **ENTERPRISE
SECURITY DISTRIBUTION (YORKSHIRE)
LIMITED** acting by a director in the
presence of:

)
)
)

Director

[Redacted]

Witness Signature

Archie Menar

Witness Name

1. Archie Menar, residing at, 216 X B 86

Witness Address

Hofmeier

Witness Occupation

PARENT

EXECUTION VERSION

Executed as a deed by ENTERPRISE
SECURITY DISTRIBUTION (SOUTH
WEST) LIMITED acting by a director in the
presence of:

)
) Director
)

Witness Signature

Andrew Menard

Witness Name

L. Asson, 6 rue de la Lige, D16 XEJ6

Witness Address

Head of Finance

Witness Occupation

Executed as a deed by ENTERPRISE
SECURITY DISTRIBUTION (WEST MIDS)
LIMITED acting by a director in the
presence of:

)
) Director
)

Witness Signature

Andrew Menard

Witness Name

L. Asson, 6 rue de la Lige, D16 XEJ6

Witness Address

Head of Finance

Witness Occupation

EXECUTION VERSION

Executed as a deed by **ENTERPRISE
SECURITY DISTRIBUTION (MIDLANDS)
LIMITED** acting by a director in the
presence of:

)
) Director
)

Witness Signature

Andrew Mearns

Witness Name

LARRY GAREME HOLLY OVE D16XE86

Witness Address

Head of files

Witness Occupation

Executed as a deed by **ENTERPRISE
SECURITY DISTRIBUTION (NORFOLK)
LIMITED** acting by a director in the
presence of:

)
) Director
)

Witness Signature

Andrew Mearns

Witness Name

LARRY GAREME HOLLY OVE, D16XE86

Witness Address

Witness Occupation

EXECUTION VERSION

Executed as a deed by ENTERPRISE
SECURITY DISTRIBUTION (NORTH
WEST) LIMITED acting by a director in the
presence of:

)
)
)

Director

Witness Signature

Andrew Mena

Witness Name

I, Andrew Mena, who is a Director of ENTERPRISE SECURITY DISTRIBUTION (NORTH WEST) LIMITED

Witness Address

Level 2, Finance

Witness Occupation

SIGNATORIES TO DEED OF ACCESSION

SUBSIDIARIES

Executed as a deed by ENTERPRISE
SECURITY DISTRIBUTION LIMITED
acting by a director in the presence of:

)
)
)

Director

[Redacted]

Witness Signature

Andrew Moner

Witness Name

L. Moner, from the holding of 016/12/98

Witness Address

Head Office

Witness Occupation

EXECUTION VERSION

Executed as a deed by **ENTERPRISE
SECURITY DISTRIBUTION (BEDS)
LIMITED** acting by a director in the
presence of:

)
) Director
)

Witness Signature

Andrea Monar

Witness Name

L. ARBOR GORE AC. 1.601/2 ave 3167E86

Witness Address

Head of Finance

Witness Occupation

Executed as a deed by **ENTERPRISE
SECURITY DISTRIBUTION (KENT)
LIMITED** acting by a director in the
presence of:

)
) Director
)

Witness Signature

Andrea Monar

Witness Name

L. ARBOR GORE AC. 1.601/2 ave 3167E86

Witness Address

Head of Finance

Witness Occupation