



**Registration of a Charge**

Company name: **ENTERPRISE SECURITY DISTRIBUTION (MIDLANDS) LIMITED**  
Company number: **03771931**



XA03SH0R

Received for Electronic Filing: **12/03/2021**

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**Details of Charge**

Date of creation: **02/03/2021**  
Charge code: **0377 1931 0006**  
Persons entitled: **ROCKPOOL (SECURITY TRUSTEE) LIMITED**  
Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**TAYLOR WESSING LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3771931

Charge code: 0377 1931 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2021 and created by ENTERPRISE SECURITY DISTRIBUTION (MIDLANDS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2021 .

Given at Companies House, Cardiff on 15th 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

DATED

2 March 2021

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**THE ENTITIES LISTED IN PART 1 OF SCHEDULE 1  
as Chargors**

**and**

**THE ENTITIES LISTED IN PART 2 OF SCHEDULE 1  
as Guarantors**

**and**

**ROCKPOOL (SECURITY TRUSTEE) LIMITED  
as Security Trustee**

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**SUPPLEMENTAL COMPOSITE GUARANTEE AND DEBENTURE**

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*EXECUTION VERSION*

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THIS GUARANTEE AND DEBENTURE is made on

2 March 2021

**BETWEEN**

- (1) **THE ENTITIES LISTED IN PART 1 OF SCHEDULE 1** (together the "**Chargors**" and each a "**Chargor**");
- (2) **THE ENTITIES LISTED IN PART 1 OF SCHEDULE 1** (together the "**Guarantors**" and each a "**Guarantor**");
- (3) **ROCKPOOL (SECURITY TRUSTEE) LIMITED**, a company incorporated and registered in England and Wales with company number 08129241 and whose registered office is at 10 Bressenden Place, London SW1E 5DH, for itself and in its capacity as security trustee for the Secured Parties (the "**Security Trustee**").

**AGREED TERMS**

**1. Definitions and interpretation**

**1.1 Definitions**

Terms defined in the Security Trust Deed shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following words and expressions shall, unless the context otherwise requires, bear the following meanings in this Deed:

**"Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargors;

**"Business Day"** means a day other than a Saturday or Sunday or public holiday on which banks are open for business in London;

**"Deed of Priority"** means the deed of priority dated on or around the date of this deed and made between (1) the Chargors as Obligors, (2) Fortus Group Ireland Limited as Borrower, (3) the Senior Lender, (4) the Security Trustee as Junior Security Trustee, (5) the Borrower as Junior Creditor and (6) the parties listed therein as Rockpool Creditors;

**"Event of Default"** means any event or circumstance listed in:

- (a) clause 5.1 (Accelerated Repayment) of the Investor Loan Note Instrument; and/or
- (b) clause 11 (Events of default) of any Loan Agreement.

**"Existing Debenture"** means the composite guarantee and debenture dated 24 December 2019 and given in favour of the Security Trustee by certain of the Chargors and certain of the Guarantors;

**"Group"** means the Borrower and its Subsidiaries from time to time and "**Group Company**" and "**Group Companies**" shall be construed accordingly;

**"Guarantee"** means the guarantee set out at clause 2.1 and 2.2 of this Deed;

**"Permitted Security"** has the meaning given to that term in the Senior Facility Agreement;

**"Properties"** means at any time the freehold, heritable and leasehold properties of a Chargor at that time;

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed pursuant to this Deed in respect of a Chargor or over all or any of the Assets charged by this Deed;

**"Secured Liabilities"** shall have the meaning given to such term in the Security Trust Deed;

**"Secured Parties"** means the Syndicate Lenders, the Security Trustee and any Receiver;

**"Security Trust Deed"** means the security trust deed originally dated 24 December 2019, as amended and restated on or around the date of this deed, and made between, amongst others, the Security Trustee, the entities listed therein as Syndicate Lenders and Rockpool Investments LLP as Syndicate Manager;

**"Senior Facility Agreement"** means the facilities agreement originally dated 24 December 2019 and made between (1) Fortus Group Ireland Limited, (2) the companies listed therein as guarantors and (3) the Senior Lender (as lender), as amended and restated on or around the date of this Agreement;

**"Senior Lender"** means Allied Irish Banks, p.l.c; and

**"Subsidiary"** shall have the meaning given to such term in Section 1159 of the Companies Act 2006 (including any Subsidiary acquired after the date of this Deed) and **"Subsidiaries"** shall mean all or any of them, as appropriate.

## 1.2 *Interpretation*

- (a) **"statutes", "statutory provisions"** and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- (b) **"Control of any company"** shall be interpreted in accordance with Section 1124 of the Corporation Tax Act 2010;
- (c) **"including"** shall not be construed as limiting the generality of the words preceding it;
- (d) this Deed shall include the Schedules to it;
- (e) any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Deed;
- (f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (g) this Deed and to any provisions of it or to any other document referred to in this Deed shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;

- (h) any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- (i) any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- (j) clause headings are for ease of reference only and are not to affect the interpretation of this Deed; and
- (k) **"Security Trustee"** means Rockpool (Security Trustee) Limited and its successors and assignees.

### 1.3 *Law of Property (Miscellaneous Provisions) Act 1989*

The terms of the documents under which the Secured Liabilities arise and of any side letters between any Chargor and the Security Trustee in relation thereto are incorporated herein to the extent required for any purported disposition of the Assets (or any of them) contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

### 1.4 *Intercreditor Deed and Deed of Priority*

This Deed is subject to the terms of the Intercreditor Deed and Deed of Priority.

### 1.5 *Exceptions*

Notwithstanding any other provision of this Deed, nothing contained in this deed shall create security over any assets of a Chargor validly secured by any security granted by such Chargor in favour of the Security Trustee to the extent such assets are situate in the Republic of Ireland.

### 1.6 *Existing Debenture*

- (a) Each relevant Chargor and each relevant Guarantor confirms that the security and guarantees created under the Existing Debenture shall remain in full force and effect and each party's obligations thereunder continue to be legal, valid and binding and enforceable in accordance with its terms.
- (b) Where this Deed purports to create first ranking security over any asset, that security will, subject always to the terms of the Intercreditor Deed and Deed of Priority, be second ranking subject to the equivalent security (if any) created under the Existing Debenture until such time as the security created by the Existing Debenture ceases to have effect.
- (c) Where a right or asset has been assigned (subject to a proviso for reassignment on redemption) under the Existing Debenture and the same asset or right is expressed to be assigned under this Deed, the assignment expressed in this Deed will take effect as a fixed charge over the right or asset and will only take effect as an assignment once all relevant security interests created by the Existing Debenture have ceased to have effect provided that, at such time, this Deed still has effect.
- (d) Discharge by a Chargor or a Guarantor of any obligation under the Existing Debenture shall be sufficient to discharge any equivalent obligation under this Deed, to the extent applicable, and any consent given by the Security Trustee in favour of a Chargor or Guarantor pursuant to any term under the Existing



Debenture shall, unless otherwise indicated, be deemed to be consent pursuant to any equivalent term of this Deed.

## **2. Guarantee and covenant to pay**

- 2.1 Each Guarantor covenants and guarantees to the Security Trustee (as security trustee for the Secured Parties) that it will on demand in writing pay or discharge the Secured Liabilities when the same are due and payable.
- 2.2 The Guarantee given pursuant to clause 2.1 is given subject to and with the benefit of the provisions set forth in Schedule 3.
- 2.3 Each Chargor shall pay to the Security Trustee on demand all reasonable costs and expenses properly incurred by the Security Trustee in relation to the enforcement of this Deed.

## **3. Charging provisions**

- 3.1 Each Chargor with full title guarantee hereby charges to the Security Trustee (as security trustee for the Secured Parties) as a continuing security for the payment or discharge of the Secured Liabilities:
  - (a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in 0 together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
  - (b) by way of fixed charge:
    - (i) all estates or interests in any freehold or leasehold property belonging to the relevant Chargor now or at any time after the date of this Deed (other than any property charged in terms of clause 3.1(a) above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
    - (ii) all present and future interests of the relevant Chargor in or over land or the proceeds of sale of it and all present and future licences of the relevant Chargor to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under this Deed;
    - (iii) all present and future plant and machinery not otherwise charged under this clause 3 and all other present and future chattels of the relevant Chargor (excluding any of the same for the time being forming part of the relevant Chargor's stock in trade or work in progress);
    - (iv) all present and future stocks, shares and other securities owned (at law or in equity) by the relevant Chargor and all rights and interests accruing or offered at any time in relation to them;
    - (v) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the relevant Chargor and the benefit of all rights and claims to which the relevant Chargor is now or may be entitled under any contracts;

- (vi) all patents, patent applications, trademarks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the relevant Chargor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the relevant Chargor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
  - (vii) all the relevant Chargor's goodwill and uncalled capital for the time being;
  - (viii) all present and future book and other debts and monetary claims of the relevant Chargor whether payable now or in the future and the benefit of all present and future rights and claims of the relevant Chargor against third parties relating to them and capable of being satisfied by the payment of money (save as charged under clause 3.1(b)(v)); and
  - (ix) all present and future bank accounts, cash at bank and credit balances of the relevant Chargor with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
- (c) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 3.
- 3.2 Each Chargor with full title guarantee hereby assigns in favour of the Security Trustee (as security trustee for the Secured Parties) (subject to the right of the relevant Chargor to redeem such assignment upon payment or discharge in full of the Secured Liabilities), insofar as they are capable of being assigned by way of security all the right, title and interest of the relevant Chargor in and to any agreement to which the relevant Chargor is a party except to the extent that it is subject to any fixed charge created under any other provision of this Deed.
- 3.3 To the extent that any such right, title and interest as is referred to in clause 3.2 is not assignable or capable of assignment, the assignment thereof purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which a Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
- 3.4 Any mortgage, fixed charge or other fixed security created by a Chargor in favour of the Security Trustee shall have priority over the floating charge created by this Deed, except insofar as the Security Trustee shall declare otherwise whether at or after the time of creation of such fixed security.
- 3.5 The Security Trustee may, by written notice to a Chargor, immediately convert the floating charge created under clause 3.1(c) into a fixed charge over any Assets specified in that notice if:
- (a) an event under clause 7.9 occurs; or

- (b) the Security Trustee reasonably considers such Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3.6 The floating charge will, without notice from the Security Trustee, automatically be converted with immediate effect into a fixed charge:
  - (a) in respect of any Assets which become subject to a fixed charge in favour of any other person;
  - (b) in respect of all the Assets charged under clause 3.1(c) if and when a Chargor ceases to carry on business or to be a going concern; and
  - (c) in respect of all of the Assets on the making of an order for the compulsory winding-up of a Chargor, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of a Chargor or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by a Chargor or any other person for the appointment of an administrator in respect of a Chargor.
- 3.7 Clauses 3.5 and 3.6 will not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.
- 3.8 Each Chargor shall apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the relevant Chargor in the following terms:
 

*"No disposition or charge or other security interest of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of [chargee] referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory."*
- 3.9 Each Chargor will, within 5 Business Days of the written request of the Security Trustee, deliver to the Security Trustee (or as it shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in clause 3.1(b)(iv) above together with stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. The Security Trustee may at any time after the enforcement of this Deed in accordance with clause 7.8 (Security protections) complete the instruments of transfer on behalf of a Chargor in favour of itself or such other person as it shall select.
- 3.10 Each Chargor (at its own cost) will on demand in writing by the Security Trustee execute and deliver in such form as the Security Trustee may reasonably require:
  - (a) a legal mortgage of any freehold or leasehold property a Chargor which is not effectively charged by clause 3.1(a) and of any freehold or leasehold property acquired by any a Chargor after the date of this Deed;
  - (b) a fixed charge or assignment in security of any Asset subject to a floating charge under clause 3.1(c);
  - (c) a chattel mortgage over such chattels, plant and machinery as the Security Trustee may specify; and

- (d) a notice of any assignment of its right, title and interest to any of the agreements referred to in clause 3.2 above,

and the relevant Chargor will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Security Trustee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Deed or for facilitating the realisation of the Assets or the exercise of any rights of the Security Trustee hereunder.

- 3.11 Each Chargor shall get in and realise its book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for the Security Trustee.
- 3.12 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Deed.

#### **4. Continuing security**

This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which the Security Trustee may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

#### **5. Undertakings**

##### **5.1 Each Chargor will:**

- (a) at all times comply with the terms of this Deed and of all agreements relating to the Secured Liabilities;
- (b) keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
- (c) preserve and maintain all intellectual property rights owned or used by the relevant Chargor (including, without limitation, those referred to in clause 3.1(b)(vi));
- (d) comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
- (e) promptly notify the Security Trustee of the acquisition by a Chargor of any estate or interest in any freehold, heritable or leasehold property;
- (f) ensure that all of the Assets that are insurable, are insured with reputable insurance companies or underwriters to such extent and against such risks as is normal for prudent companies in businesses similar to those of the relevant Chargor (or as otherwise requested in writing by the Security Trustee from time to time) and (without limitation to the generality of the foregoing):

- (i) pay all premiums and other monies due and payable under all such insurances and, upon written request to do so by the Security Trustee, provide premium receipts or any other evidence of payment promptly;
  - (ii) ensure that the interest of the Security Trustee is noted on the policies in respect of such insurances or, at the written request of the Security Trustee, that such policies contain such other provisions for the protection of the Security Trustee as the Security Trustee may from time to time reasonably require;
- (g) at the written request of the Security Trustee, deposit with the Security Trustee all deeds, certificates and documents of title relating to the Assets or any part thereof charged by this Deed and all policies of insurance and assurance, unless the same have already been deposited with the Security Trustee under the Existing Debenture;
- (h) promptly pay or cause to be paid and indemnify the Security Trustee and any Receiver or administrator against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of any of its properties (or any part thereof) or by the owner or occupier thereof;
- (i) not, without the prior written consent of the Security Trustee, make any structural or material alteration to or to the user of any of its properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its properties or on the marketability of any of such properties;
- (j) not, without the prior written consent of the Security Trustee, grant any lease of, part with possession or share occupation of, the whole or any part of any of its properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same in any way which is likely to have a material and adverse effect upon the value of any of such properties;
- (k) not, without the prior written consent of the Security Trustee, vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its properties;
- (l) observe and perform all covenants, agreements and stipulations from time to time affecting its interest in any of its properties or contained in any lease, agreement for lease or tenancy agreement under which any part of such properties may be held;
- (m) notify the Security Trustee immediately on it becoming aware of any creditor executing diligence against a Chargor or any distress or execution is levied or enforced against a Chargor or any third party debt order or freezing order is made and served on a Chargor;
- (n) notify the Security Trustee immediately if any steps (including, without limitation, the making of any application or the giving of any notice) are taken by any person (including, without limitation, a Chargor) in relation to the administration, receivership, winding-up or dissolution of a Chargor;
- (o) not allow any person other than itself to be registered under the Land Registration Act 1925 or the Land Registration Act 2002 (as appropriate) as

proprietor of any of its properties (or any part thereof) or create or permit to arise any overriding interest (as specified in Section 70(1) of the Land Registration Act 1925) or (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) (as appropriate) affecting any such property; and

- (p) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets.

## **6. Negative pledge**

Each Chargor will not without the previous written consent of the Security Trustee:

- (a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets other than security created under a Permitted Security; or
- (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets charged pursuant to clause 3.1(b)(i) or any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arm's length terms in the ordinary course of trading); or
- (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

## **7. Security protections**

- 7.1 If a Chargor fails to keep any of the Assets in good and substantial repair and in good working order and condition or does not take out and maintain such insurances as set out above or prove to the Security Trustee that the premiums and other moneys have been paid then the Security Trustee may (as it thinks fit) repair and keep in repair the Assets or any of them (and for that purpose it or any of its agents may enter upon the properties of such Chargor during normal working hours) or take out or renew any such insurance in any sum and on terms as the Security Trustee may think fit.
- 7.2 The Security Trustee will be entitled to be paid the proceeds of any policy of insurance of a Chargor (other than in respect of employers' or public liability) and such Chargor will promptly irrevocably instruct any insurer of a policy to pay the proceeds of it to the Security Trustee and undertakes to the Security Trustee to repeat that instruction if the Security Trustee requires.
- 7.3 All moneys received on any insurance policy of a Chargor (unless paid to the Security Trustee in terms of clause 7.2) will, as the Security Trustee requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities.
- 7.4 Each Chargor will permit any authorised representative of the Security Trustee during normal working hours and upon reasonable notice to enter upon any part of the properties of a Chargor and of any other property where such Chargor may be carrying out any contract or other works and to inspect such Chargor's books of account and other books and documents and those of its subsidiaries.
- 7.5 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the properties

charged under this Deed will be capable of being exercised by a Chargor without the previous written consent of the Security Trustee.

- 7.6 No Chargor shall be entitled to part with possession (otherwise than on the determination of any lease, tenancy or licence) of any properties hereby charged, or to share the occupation thereof with any other person or persons, or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property hereby charged without the prior written consent of the Security Trustee.
- 7.7 The obligations of each Chargor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):
- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Trustee may have now or in the future from or against a Chargor or any other person in respect of the Secured Liabilities;
  - (b) any act or omission by the Security Trustee or any other person in taking up, perfecting or enforcing any security or guarantee from or against a Chargor or any other person or the invalidity or unenforceability of any such security or guarantee;
  - (c) any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Security Trustee (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to a Chargor;
  - (d) any grant of time, indulgence, waiver or concession to a Chargor or any other person;
  - (e) any arrangement or compromise entered into between the Security Trustee and a Chargor or any other person;
  - (f) the administration, insolvency, bankruptcy, liquidation, winding-up, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, a Chargor or any other person;
  - (g) the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of a Chargor;
  - (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.
- 7.8 The security constituted by this Deed shall become enforceable and the Security Trustee may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed), all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Deed without further notice to any Chargor upon and at any time after the occurrence of an Event of Default which is continuing.
- 7.9 Section 103 of the Law of Property Act 1925 will not apply to this Deed but the statutory power of sale will as between the Security Trustee and a purchaser from the

Security Trustee arise on and be exercisable at any time after the execution of this Deed provided that the Security Trustee will not exercise the power of sale until payment of all or any part of the Secured Liabilities has been demanded or a Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.

- 7.10 The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee under this Deed are extended so as to authorise the Security Trustee whether in its own name or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of such Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of such Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee thinks fit.
- 7.11 Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to this Deed.

## **8. Appointment of Receiver or administrator**

- 8.1 At any time after the security constituted by this Deed has become enforceable in accordance with clause 7.8 (Security protections) the Security Trustee shall be and is entitled by instrument in writing to appoint any one or more persons as:

- (a) a Receiver of all or any of the Assets; and/or
- (b) an administrator a Chargor,

in each case in accordance with and to the extent permitted by applicable laws.

- 8.2 Where more than one Receiver or administrator is appointed they will have power to act separately (unless the appointment of the Security Trustee specifies to the contrary).
- 8.3 Any appointment over part only of the Assets charged under this Deed will not preclude the Security Trustee from making any subsequent appointment of a Receiver or administrator over any part of the Assets over which an appointment has not previously been made by it.
- 8.4 The Security Trustee may from time to time determine the remuneration of the Receiver and may (subject to Section 45 of the Insolvency Act 1986) remove the Receiver from all or any part of the Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets.
- 8.5 The Receiver and administrator will be the agent of the relevant Chargor (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to such Chargor all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on Receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of the Security Trustee) the Receiver and administrator will have power:
- (a) to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Assets and so that any such sale may be made for cash payable by instalments or for shares or securities



of another company and the Receiver may promote or concur in promoting a company to purchase the Assets to be sold;

- (b) to sever any fixtures (including trade and tenant's fixtures) from the property of which they form part;
- (c) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets, including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by such Chargor;
- (d) to make and effect all repairs and improvements;
- (e) to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the such Chargor and the moneys so paid will be deemed to be an expense properly incurred by the Receiver or administrator;
- (f) to promote the formation of a Subsidiary or Subsidiaries of such Chargor, including, without limitation, any such company formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of such Chargor;
- (g) to make any arrangement or compromise which the Security Trustee or the Receiver or the administrator may think fit;
- (h) to make and effect all repairs, renewals, improvements, and insurances;
- (i) to appoint managers officers and agents for any of the purposes referred to in this clause 8 at such salaries as the Receiver or administrator may determine;
- (j) to close (or direct a Chargor to close) the bank accounts owned or operated by such Chargor (the "**Existing Accounts**") and to open another bank account(s) at the same or another bank as specified by the Receiver or the administrator (as applicable) in its sole discretion, into which all money from time to time standing to the credit of the Existing Accounts shall be transferred;
- (k) to terminate all existing finance facility available to a Chargor in connection with or relating to the Existing Accounts; and
- (l) to do all other acts and things as may be considered by the Receiver or administrator to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.

8.6 No purchaser or other person dealing with the Security Trustee, any Receiver or administrator or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Security Trustee or any Receiver or administrator to exercise any of the powers conferred by or referred to in this Deed has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Security Trustee or any Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power.

## **9. Power of attorney**

- 9.1 Each Chargor irrevocably and by way of security appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or administrator severally as the attorney and attorneys of each Chargor, for such Chargor and in its name and on its behalf and as its act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of a Chargor under this Deed and which such Chargor has failed to execute or deliver or otherwise perfect or may be required or deemed proper in the exercise of any rights or powers conferred on the Security Trustee or any Receiver or administrator hereunder or otherwise for any of the purposes of this Deed.

## **10. Application of security proceeds**

- 10.1 Any moneys received under the powers conferred by this Deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:

- (a) in or towards satisfaction of all costs, charges and expenses incurred, and payments made, by the Security Trustee and/or the Receiver or administrator including the remuneration of the Receiver or administrator;
- (b) in or towards satisfaction of the Secured Liabilities;
- (c) as to the surplus (if any) to the Chargors or other person(s) entitled to it in accordance with the Intercreditor Deed,

provided that the Receiver or administrator may retain any moneys in his hands for so long as he thinks fit, and the Security Trustee may, without prejudice to any other rights the Security Trustee may have at any time and from time to time, place and keep for such time as the Security Trustee may think prudent any moneys received, recovered or realised under or by virtue of this Deed to or at a separate or suspense account to the credit either of a Chargor or of the Security Trustee as the Security Trustee thinks fit without any intermediate obligation on the part of the Security Trustee to apply such moneys or any part of such moneys in or towards the discharge of the Secured Liabilities.

- 10.2 Subject to clause 10.1, any moneys received or realised by the Security Trustee from a Chargor or a Receiver under this Deed or any administrator may be applied by the Security Trustee to any item of account or liability or transaction in such order or manner as the Security Trustee may determine.

## **11. Costs and expenses**

The Borrower shall pay or reimburse to the Security Trustee on demand all costs, charges and expenses (including legal fees) incurred or to be incurred by the Security Trustee in the creation, registration, perfection, enforcement, discharge and/or assignment of this Deed (including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

## **12. Set-off**

Each Chargor agrees that the Security Trustee may set off monies owing by the Security Trustee or any Secured Party to a Chargor against any monies owing to it under this Deed.

## **13. Investigations**

If any Event of Default occurs then (while it is continuing and unwaived) the Security Trustee shall be entitled to initiate an investigation of, and/or instruct any report (accounting, legal valuation or other) on, the business and affairs of a Chargor and/or any other Group Company which the Security Trustee considers necessary to ascertain the financial position of a Chargor, all reasonable fees and expenses incurred by the Security Trustee in so doing being payable by such Chargor.

## **14. Notices**

14.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

14.2 The address of the Security Trustee for any communication or document under or in connection with this Deed is its registered office at the time such communication or document is made or delivered. The fax number of the Security Trustee for any communication or document to be made or delivered under or in connection with this Deed is the fax number most recently provided to the Chargors by the Security Trustee. The address of the Chargors for any communication or document under or in connection with this Deed are their registered office at the time such communication or document is made or delivered. The fax number of the Chargors for any communication or document to be made or delivered under or in connection with this Deed is the fax number most recently provided to the Security Trustee by the Chargors.

14.3 Any communication made or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been delivered to the relevant address or (if later) 3 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

## **15. Miscellaneous**

15.1 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 be in any way affected or impaired.

15.2 No failure or delay by the Security Trustee in exercising any right or remedy under this Deed shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.

15.3 The Security Trustee will be entitled to disclose to any Secured Party or to its advisors or to any regulatory authority confidential information concerning this Deed or any

arrangement made in connection with this Deed, provided that before any such disclosure the Security Trustee shall make those persons aware of its obligations of confidentiality under this Deed.

- 15.4 A certificate by any duly authorised officer of the Security Trustee as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargors.

## **16. Release**

If the Security Trustee is satisfied that the Secured Liabilities have been unconditionally and irrevocably repaid or discharged in full, the Security Trustee will at the request and cost of the Borrower take whatever action is required in order to release the Assets from the security constituted by this Deed and/ or reassign the Assets to such Chargor.

## **17. Security Trustee provisions**

- 17.1 The Security Trustee shall hold the security constituted by this Deed and the benefit of all related rights on trust for the Secured Parties in accordance with the Security Trust Deed.
- 17.2 The Security Trustee shall, as against the Chargors, be entitled to enforce, in its capacity as Security Trustee, any consent, undertaking or request given by the Chargors to, or for the benefit of, the Secured Parties or any of them under this Deed, and the Chargors shall not be concerned as to the arrangements between the Security Trustee and all Secured Parties (or any of them) in relation to it.

## **18. Governing law & jurisdiction**

- 18.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed according to English law.
- 18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed, its subject matter or formation (including non-contractual disputes or claims).
- 18.3 Without prejudice to any other mode of service allowed under any relevant law, each Chargor and each Guarantor (other than a Chargor or Guarantor incorporated in England and Wales):
- (a) irrevocably appoints Fortus Group Holdings Limited, marked for the attention of the Directors, as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
  - (b) agrees that failure by a process agent to notify any Chargor or Guarantor of the process will not invalidate the proceedings concerned.
- 18.4 By its execution of this Deed, Fortus Group Holdings Limited confirms its acceptance of its appointment as agent for service of process by each Chargor and each Guarantor (other than a Chargor or Guarantor incorporated in England and Wales).
- 18.5 If any person appointed as an agent for service of process is unable or unwilling for any reason to act as agent for service of process, each relevant Chargor must

immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Security Trustee. Failing this, the Security Trustee may appoint another agent for this purpose.

In witness whereof this Deed has been executed by each Chargor and the Security Trustee as a deed the day and year first written above.

## SCHEDULE 1

### Part 1

#### Chargors

1. **FORTUS GROUP HOLDINGS LIMITED**, a company registered in England and Wales with company number 12293040 whose registered office is at Unit 4, Icen Court, Icknield Way, Letchworth Garden City, England, SG6 1TN.
2. **FORTUS GROUP IRELAND LIMITED**, a company registered in the Republic of Ireland with company number 661734 whose registered office is at Unit 15, Park West Road, Park West Industrial Estate, Dublin, D12 Y1T2, Ireland.
3. **FORTUS IRELAND LIMITED** (formerly known as RWL Security Solutions Limited), a company registered in the Republic of Ireland with registration number 594855 whose registered office is at Unit 15, Park West Road, Park West Industrial Estate, Dublin, D12 Y1T2, Ireland.
4. **FORTUS ENGLAND & WALES LIMITED** (formerly known as ezCCTV.com Limited), a company registered in England and Wales with company number 04541701 whose registered office is at Unit 4, Icen Court, Icknield Way, Letchworth Garden City, England, SG6 1TN.
5. **RE:SURE INTELLIGENCE LIMITED**, a company registered in Northern Ireland with company number NI065829 whose registered office is at A 15 Kilcronagh Business Park, Cookstown, County Tyrone, BT80 9HJ.
6. **ENTERPRISE SECURITY DISTRIBUTION LIMITED**, a company registered in England and Wales with company number 02760626 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
7. **ENTERPRISE SECURITY DISTRIBUTION (BEDS) LIMITED**, a company registered in England and Wales with company number 04102952 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
8. **ENTERPRISE SECURITY DISTRIBUTION (KENT) LIMITED**, a company registered in England and Wales with company number 03836109 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
9. **ENTERPRISE SECURITY DISTRIBUTION (MIDLANDS) LIMITED**, a company registered in England and Wales with company number 03771931 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
10. **ENTERPRISE SECURITY DISTRIBUTION (NORFOLK) LIMITED**, a company registered in England and Wales with company number 06730296 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
11. **ENTERPRISE SECURITY DISTRIBUTION (NORTH WEST) LIMITED**, a company registered in England and Wales with company number 04464855 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.

12. **ENTERPRISE SECURITY DISTRIBUTION (SOUTH WEST) LIMITED**, a company registered in England and Wales with company number 03751055 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
13. **ENTERPRISE SECURITY DISTRIBUTION (WEST MIDS) LIMITED**, a company registered in England and Wales with company number 05617166 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
14. **ENTERPRISE SECURITY DISTRIBUTION (YORKSHIRE) LIMITED**, a company registered in England and Wales with company number 05928925 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.

## Part 2

### Guarantors

1. **FORTUS GROUP HOLDINGS LIMITED**, a company registered in England and Wales with company number 12293040 whose registered office is at Unit 4, Icen Court, Icknield Way, Letchworth Garden City, England, SG6 1TN.
2. **FORTUS GROUP IRELAND LIMITED**, a company registered in the Republic of Ireland with company number 661734 whose registered office is at Unit 15, Park West Road, Park West Industrial Estate, Dublin, D12 Y1T2, Ireland.
3. **FORTUS IRELAND LIMITED** (formerly known as RWL Security Solutions Limited), a company registered in the Republic of Ireland with registration number 594855 whose registered office is at Unit 15, Park West Road, Park West Industrial Estate, Dublin, D12 Y1T2, Ireland.
4. **FORTUS ENGLAND & WALES LIMITED** (formerly known as ezCCTV.com Limited), a company registered in England and Wales with company number 04541701 whose registered office is at Unit 4, Icen Court, Icknield Way, Letchworth Garden City, England, SG6 1TN.
5. **RE:SURE INTELLIGENCE LIMITED**, a company registered in Northern Ireland with company number NI065829 whose registered office is at A 15 Kilcronagh Business Park, Cookstown, County Tyrone, BT80 9HJ.
6. **ENTERPRISE SECURITY DISTRIBUTION LIMITED**, a company registered in England and Wales with company number 02760626 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
7. **ENTERPRISE SECURITY DISTRIBUTION (BEDS) LIMITED**, a company registered in England and Wales with company number 04102952 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
8. **ENTERPRISE SECURITY DISTRIBUTION (KENT) LIMITED**, a company registered in England and Wales with company number 03836109 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
9. **ENTERPRISE SECURITY DISTRIBUTION (MIDLANDS) LIMITED**, a company registered in England and Wales with company number 03771931 whose registered

office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.

10. **ENTERPRISE SECURITY DISTRIBUTION (NORFOLK) LIMITED**, a company registered in England and Wales with company number 06730296 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
11. **ENTERPRISE SECURITY DISTRIBUTION (NORTH WEST) LIMITED**, a company registered in England and Wales with company number 04464855 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
12. **ENTERPRISE SECURITY DISTRIBUTION (SOUTH WEST) LIMITED**, a company registered in England and Wales with company number 03751055 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
13. **ENTERPRISE SECURITY DISTRIBUTION (WEST MIDS) LIMITED**, a company registered in England and Wales with company number 05617166 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.
14. **ENTERPRISE SECURITY DISTRIBUTION (YORKSHIRE) LIMITED**, a company registered in England and Wales with company number 05928925 whose registered office is at C/O Blanche & Co, 3b The Lanterns, 16 Melbourn Street, Royston, Hertfordshire, SG8 7BX.



**SCHEDULE 2****Property**

<b>Chargor</b>	<b>Property Description</b>	<b>Title Number</b>
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

### **SCHEDULE 3**

#### **Guarantee provisions pursuant to clause 2.1**

1. This Guarantee is a continuing security and shall remain in full force and effect until the Secured Liabilities have been paid, discharged or satisfied in full notwithstanding the liquidation or other incapacity or any change in the constitution of a Guarantor or any Group Company or in the name and style of either of them or any settlement of account or other matter whatsoever.
2. This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect or be prejudiced by any other right, remedy, guarantee, indemnity or security and may be enforced without first having recourse to the same or any other bill, note, mortgage, charge, pledge or lien now or hereafter held by or available to the Security Trustee or the Secured Parties.
3. If any of the Secured Liabilities which if valid would have been the subject of this Guarantee is not or ceases to be valid or enforceable against the Borrower on any ground whatsoever whether or not known to the Secured Parties or the Security Trustee (including but not limited to any defect in or want of powers of the Borrower or irregular exercise thereof or lack of authority by any person purporting to act on behalf of the Borrower or any legal or other limitation (whether under the Limitation Acts or otherwise), disability, incapacity or any change in the constitution of or any amalgamation, reconstruction or liquidation of the Borrower) each Guarantor shall nevertheless be liable to the Secured Parties in respect of such Secured Liabilities as if the same were fully valid and enforceable and such Guarantor was the principal debtor in respect thereof.
4. The liability of each Guarantor shall not be affected nor shall this Guarantee be discharged or diminished by reason of:
  - (a) any present or future bill, note, guarantee, indemnity, mortgage, charge, pledge, lien or other security or right or remedy held by or available to the Secured Parties becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Secured Parties from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
  - (b) the Secured Parties compounding with, discharging, releasing or varying the liability of or granting any time, indulgence or concession to the Borrower or any other person or renewing determining, varying or increasing any bill, promissory note or other negotiable instrument (including the Investor Loan Note Instrument), facility or transaction in any manner whatsoever or concurring in, accepting or varying any compromise arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person; or
  - (c) any act or omission which would not have discharged or affected the liability of a Guarantor had it been principal debtor instead of guarantor or by anything done or omitted which, but for this provision, might operate to exonerate such Guarantor.
5. Each Guarantor warrants to the Secured Parties and the Security Trustee that it has not taken or received and undertakes that it will not take or receive the benefit of any security from any Group Company in connection with this Guarantee. If any such security is taken each Guarantor declares that such security and all moneys at any

time received in respect thereof shall be held on trust for the Secured Parties and as security for the Secured Liabilities.

6. Until the Secured Liabilities have been paid, discharged or satisfied in full, each Guarantor waives all rights or subrogation and indemnity against all Group Companies and agrees not to share in any security held or moneys received by the Security Trustee or any other Secured Party on account of the Secured Liabilities or (unless so instructed by the Security Trustee) to claim or prove in competition with the Secured Parties in the liquidation of any Group Company in respect of any monies due or owing to a Guarantor from the Borrower. If a Guarantor receives any payment or other benefit or exercises any set-off or counterclaim or otherwise acts in breach of this clause anything so received and any benefit derived directly or indirectly by such Guarantor therefrom shall be held in trust for the Secured Parties and as security for the Secured Liabilities.
7. Neither the Security Trustee nor the Secured Parties shall be obliged before taking steps to enforce this Guarantee:
  - (a) to take action or obtain judgment in any court against any Group Company or any other person; or
  - (b) to make or file any claim in a liquidation of any Group Company or any other person; or
  - (c) to make, enforce or seek to enforce any claim against any Group Company or any other person under any security or other document, agreement or arrangement.
8. All sums due and payable by a Guarantor under this Deed shall be made in full without set-off or counter-claim and free and clear of and without deduction for or on account of any future or present taxes unless such Guarantor is required by any law to make any deduction or withholding from any sum payable by such Guarantor to the Security Trustee or the Secured Parties hereunder.

EXECUTION PAGES - DEBENTURE

THE CHARGORS

EXECUTED as a DEED by FORTUS )  
GROUP HOLDINGS LIMITED acting )  
by a director in the presence of a )  
witness: )

[Redacted Signature] .....  
Director

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

[Redacted Name]

Witness address:

[Redacted Address] .....  
.....  
Group Head of Finance  
.....

Witness occupation:

SIGNED and DELIVERED as a )  
DEED for and on behalf of FORTUS )  
GROUP IRELAND LIMITED by its )  
lawfully appointed attorney, MARK )  
BROPHY, in the presence of: )

[Redacted Signature] .....  
Mark Brophy

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

[Redacted Name]

Witness address:

[Redacted Address] .....  
.....  
Group Head of Finance  
.....

Witness occupation:


**SIGNED and DELIVERED as a )  
DEED for and on behalf of FORTUS )  
IRELAND LIMITED by its lawfully )  
appointed attorney, MARK BROPHY, )  
in the presence of: )**

  
.....  
**Mark Brophy**

Witness signature:

  
.....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:

.....  
  
.....  
.....  
Group head of finance  
.....

Witness occupation:


**EXECUTED as a DEED by FORTUS )  
ENGLAND & WALES LIMITED acting )  
by a director in the presence of a )  
witness: )**

  
.....  
**Director**

Witness signature:

.....  
  
.....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

.....  
  
.....  
.....  
Group Head of Finance  
.....

Witness address:

Witness occupation:

EXECUTED as a DEED by RE:SURE )  
INTELLIGENCE LTD acting by a )  
director in the presence of: ) ...  
Director

Witness signature: ...  
Andrew Moran

Witness name (in BLOCK CAPITALS):

Witness address: ...  
.....

Witness occupation: .....  
Group Head of Finance

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION LIMITED acting by a )  
director in the presence of: ) ...  
Director

Witness signature: ...  
Andrew Moran

Witness name (in BLOCK CAPITALS):

Witness address: ...  
.....

Witness occupation: .....  
Group Head of Finance

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (BEDS) LIMITED )  
acting by a director in the presence )  
of: )

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name (in BLOCK  
CAPITALS):  
Witness address:

Andrew Moran

[Redacted Address]

Witness occupation:

Group Head of Finance

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (KENT) LIMITED )  
acting by a director in the presence )  
of: )

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name (in BLOCK  
CAPITALS):  
Witness address:

Andrew Moran

[Redacted Address]

Witness occupation:

Group Head of Finance

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (MIDLANDS) )  
LIMITED acting by a director in the )  
presence of: )  
Director

Witness signature: [Redacted Signature] .....

Witness name (in BLOCK ..... Andrew Moran

CAPITALS): [Redacted Address] .....

Witness address: .....  
.....

Witness occupation: ..... Group Head of Finance

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (NORFOLK) )  
LIMITED acting by a director in the )  
presence of: )  
Director

Witness signature: [Redacted Signature] .....

Witness name (in BLOCK ..... Andrew Moran

CAPITALS): [Redacted Address] .....

Witness address: .....  
.....

Witness occupation: ..... Group of Head Finance



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

 .....  
Director

Witness signature:

 .....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:



Witness occupation:

.....  
.....  
Group Head of Finance  
.....

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

 .....  
Director

Witness signature:

 .....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:



Witness occupation:

.....  
.....  
Group Head of Finance  
.....


EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (WEST MIDS) )  
LIMITED acting by a director in the )  
presence of )

  
.....  
Director

Witness signature:

  
.....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:

  
.....  
.....  
Group Head of Finance  
.....

Witness occupation:


EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (YORKSHIRE) )  
LIMITED acting by a director in the )  
presence of:

  
.....  
Director

Witness signature:

  
.....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:

  
.....  
.....  
Group Head of Finance  
.....

Witness occupation:

THE GUARANTORS

EXECUTED as a DEED by FORTUS )  
GROUP HOLDINGS LIMITED acting )  
by a director in the presence of a )  
witness: )

[Redacted Signature] .....  
Director

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

[Redacted Name]

Witness address:

.....  
.....  
Group Head of Finance

Witness occupation:

SIGNED and DELIVERED as a )  
DEED for and on behalf of FORTUS )  
GROUP IRELAND LIMITED by its )  
lawfully appointed attorney, MARK )  
BROPHY, in the presence of: )

[Redacted Signature] .....  
Mark Brophy

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

[Redacted Name]

Witness address:

.....  
.....  
Group Head of Finance

Witness occupation:

**SIGNED and DELIVERED as a )  
DEED for and on behalf of FORTUS )  
IRELAND LIMITED by its lawfully )  
appointed attorney, MARK BROPHY, )  
in the presence of: )**

  
.....  
**Mark Brophy**

Witness signature:

  
.....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:



.....  
.....  
Group Head of Finance  
.....

Witness occupation:

**EXECUTED as a DEED by FORTUS )  
ENGLAND & WALES LIMITED acting )  
by a director in the presence of a )  
witness: )**

  
.....  
**Director**

Witness signature:

...   
.....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

... 

Witness address:

.....  
.....  
Group Head of Finance  
.....

Witness occupation:

**EXECUTED as a DEED by RE:SURE )  
INTELLIGENCE LTD acting by a )  
director in the presence of: )**

[Redacted Signature] .....  
**Director**

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

Witness address:

[Redacted Address]

.....

.....

Group Head of Finance

Witness occupation:

.....

**EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION LIMITED acting by a )  
director in the presence of: )**

[Redacted Signature] .....  
**Director**

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK CAPITALS):

Witness address:

[Redacted Address]

.....

.....

Group Head of Finance

Witness occupation:

.....

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (BEDS) LIMITED )  
acting by a director in the presence )  
of: )

[Redacted Signature] .....  
Director

Witness signature:

[Redacted Signature] .....

Witness name (in BLOCK  
CAPITALS):  
Witness address:

Andrew Moran  
.....  
[Redacted Address]  
.....

Witness occupation:

.....  
Group Head of Finance  
.....

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (KENT) LIMITED )  
acting by a director in the presence )  
of: )

[Redacted Signature] .....  
Director

Witness signature:

[Redacted Signature] .....

Witness name (in BLOCK  
CAPITALS):  
Witness address:

Andrew Moran  
.....  
[Redacted Address]  
.....

Witness occupation:

.....  
Group Head of Finance  
.....

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (MIDLANDS) )  
LIMITED acting by a director in the )  
presence of: )

[Redacted Signature] .....  
Director

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:

[Redacted Address] .....  
.....  
Group Head of Finance  
.....

Witness occupation:

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (NORFOLK) )  
LIMITED acting by a director in the )  
presence of: )

[Redacted Signature] .....  
Director

Witness signature:

[Redacted Signature] .....  
Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:

[Redacted Address] .....  
.....  
Group Head of Finance  
.....

Witness occupation:

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

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name (in BLOCK  
CAPITALS):  
Witness address:

Andrew Moran  
[Redacted Address]

Witness occupation:

Group Head of Finance

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

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name (in BLOCK  
CAPITALS):  
Witness address:

Andrew Moran  
[Redacted Address]

Witness occupation:

Group Head of Finance



EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (WEST MIDS) )  
LIMITED acting by a director in the )  
presence of )

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:

[Redacted Address]

.....

.....  
Group Head of Finance

Witness occupation:

.....

EXECUTED as a DEED by )  
ENTERPRISE SECURITY )  
DISTRIBUTION (YORKSHIRE) )  
LIMITED acting by a director in the )  
presence of )

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Andrew Moran

Witness name (in BLOCK  
CAPITALS):  
Witness address:

[Redacted Address]

.....

.....  
Group Head of Finance

Witness occupation:

.....

THE SECURITY TRUSTEE

EXECUTED as a DEED by )  
ROCKPOOL (SECURITY TRUSTEE) )  
LIMITED acting by its attorney, Guy )  
Ellis, pursuant to a power of attorney )  
dated 10 September 2020 )  
Attorney

Witness signature: )  
Cassia-Lily Ellis

Witness name (in BLOCK CAPITALS): )

Witness address: )

.....

.....

Full-time parent  
.....

Witness occupation: