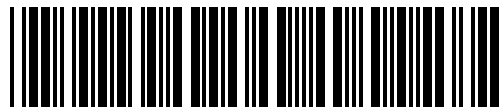




Registration of a Charge

Company Name: **RED RHINO MONITORING LIMITED**

Company Number: **09440735**



Received for filing in Electronic Format on the: **22/12/2022**

XBJEW6VT

Details of Charge

Date of creation: **19/12/2022**

Charge code: **0944 0735 0001**

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: 9440735

Charge code: 0944 0735 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2022 and created by RED RHINO MONITORING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2022 .

Given at Companies House, Cardiff on 30th December 2022

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**

This **DEED OF ACCESSION** dated

19/12/ 2022, is made

BETWEEN

- (1) **THE COMPANY** listed in Part 1 of the Schedule (the **Subsidiary**);
- (2) **FORTUS 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 Subsidiary 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) The 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. The 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 Obligations 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) the 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 the 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, the Subsidiary as beneficial 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:** The 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 the 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 the 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;

- (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 the Subsidiary;
- (i) any beneficial interest, claim or entitlement the 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 the 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 the Subsidiary may now or at any time hereafter derive therefrom or be awarded or entitled to in respect thereof.

Investments: The 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: The 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 the 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;

- (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: The 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) the 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 the Subsidiary's 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

- (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) the 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 the 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. The 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). The 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, the 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- Subsidiary

Name	Registered Number	Registered Office	Jurisdiction
Red Rhino Monitoring Limited	09440735	36a Market Street, New Mills, High Peak, England, SK22 4AA	England and Wales

Part 2- Property

None as at the date of this Deed.

Part 3- Plant and Equipment

None as at the date of this Deed.

Part 4 – Intellectual Property

None as at the date of this Deed.

Part 5 – Accounts

Part I – Blocked Accounts

None as at the date of this Deed.

Part II – Other Accounts

Company	Account Bank	Account Name	Account Number	Sort Code
The Subsidiary				


Part 6 – Shares

None as at the date of this Deed.

Part 7 – Material Contracts

Contract	Date	Parties
Monitoring Agreement	14 January 2022	(1) the Subsidiary; and (2) Roadchef Limited
Lease in respect of Unit 2B Longworth House , Chapel Street, Northwich CW9 6DA	1 October 2019	(1) the Subsidiary; and (2) DAC Holdings Limited

Part 8 – Insurances

Company Name	Insurer	Policy Type
The Subsidiary	Axa Insurance PLC 20 Gracechurch Street, London EC3V 0BG	

SIGNATORIES TO DEED OF ACCESSION

SUBSIDIARY

Executed as a deed by **RED RHINO
MONITORING LIMITED** acting by a
director in the presence of:

)
)
)

Director

Witness Signature

Andrew Moran

Witness Address

Group Finance Director

Witness Occupation

PARENT

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

)
)
)
)

Director

Witness Signature

Andrew Moran

Witness Name

Witness Address

Group Finance Director

Witness Occupation

EXECUTION VERSION

LENDER

Signed by:

for and on behalf of

ALLIED IRISH BANKS, P.L.C.
