



**Registration of a Charge**

Company Name: **FORTIUS LIMITED**

Company Number: **11188766**



XCJ8MRCW

Received for filing in Electronic Format on the: **27/12/2023**

**Details of Charge**

Date of creation: **22/12/2023**

Charge code: **1118 8766 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NICOLLE ODUTOYE**



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

Company number: 11188766

Charge code: 1118 8766 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by FORTIUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th December 2023 .

Given at Companies House, Cardiff on 2nd January 2024

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 SECURITY ACCESSION DEED is made on 22 December 2023 between:

- (1) **FORTIUS LIMITED**, a private limited company incorporated under the laws of England and Wales with its registered address at Midpoint, Alencon Link, Basingstoke, Hampshire, RG21 7PP and registered with company number 11188766 (“**Fortius Limited**”);
- (2) **FORTIUS VA LIMITED**, a private limited company incorporated under the laws of England and Wales with its registered address at Midpoint, Alencon Link, Basingstoke, Hampshire, RG21 7PP and registered with company number 06375468 (together with Fortius Limited, the “**New Chargors**” and each a “**New Chargor**”); and
- (3) GLAS Trust Corporation Limited as Security Agent for itself and the other Secured Parties (the “**Security Agent**”).

**RECITAL:**

This deed is supplemental to a debenture dated 29 August 2023 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Terms defined in the Debenture shall have the same meaning when used in this deed.

**1.2 Construction**

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**2.2 Covenant to pay**

Subject to any limits on its liability specified in the Secured Debt Documents, each New Chargor as primary obligor and not merely as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay or discharge the Secured Obligations when they fall due in the manner provided for in the relevant Secured Debt Document.

**2.3 Specific Security**

Subject to Clause 2.6 (*Property restricting charging*), each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) all Shares and all corresponding Related Rights;
- (b) all monies standing to the credit of the Accounts and all corresponding Related Rights;
- (c) all Receivables and all rights and claims against the relevant member(s) of the Group against any security in respect of those Receivables; and
- (d) if not effectively assigned by Clause 2.5 (*Security assignment*), all its rights, title and interest in (and claims under) the Assigned Agreements.

## **2.4 Floating charge**

- (a) As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets and rights together with all corresponding Related Rights (in each case other than the Excluded Property) including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security assignment*).
- (b) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 shall be deferred in point of priority to all fixed Security constituted by this Debenture.
- (c) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 is a “qualifying floating charge” for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## **2.5 Security assignment**

Subject to Clause 2.6 (*Property restricting charging*):

- (a) as further continuing security for the payment of the Secured Obligations, each New Chargor assigns by way of security absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements to which it is a party, subject in each case to reassignment by the Security Agent to each New Chargor of all such rights, title and interest on the Final Discharge Date.
- (b) until an Acceleration Event has occurred which is continuing, but subject to Clause 7.3 (*Assigned Agreements*) of the Debenture and the Secured Debt Documents, each New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and, for the avoidance of doubt, shall be entitled to receive the proceeds of any claim under the Assigned Agreements.

## **2.6 Property restricting charging**

For the avoidance of doubt, all and any Excluded Assets owned by each New Chargor or in which each New Chargor has any interest shall be excluded from the charge and assignment created by Clause 2.3 (*Specific Security*), Clause 2.4 (*Floating Charge*), Clause 2.5 (*Security assignment*) and from the operation of clause 4 (*Further Assurance*) of the Debenture.

## **2.7 Negative pledge**

No New Chargor shall create or permit to subsist any Security over all or any part of the Charged Property except as permitted or not prohibited by the Secured Debt Documents or with the prior written consent of the Security Agent or to the extent Required Creditor Consent has been obtained.

## **2.8 Consent of existing Chargors**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

## **2.9 Construction of Debenture**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

## **3. Governing Law**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed as a deed by each New Chargor and is delivered on the date first above written.

## SIGNATORIES TO DEED OF ACCESSION

### THE NEW CHARGOR

**EXECUTED as a DEED** by  
Fortius Limited acting by:

\_\_\_\_\_ as Director

in the presence of:

Witness: \_\_\_\_\_

Name: Gemma Murray

Address: \_\_\_\_\_

Occupation: Homemaker

**EXECUTED as a DEED by**  
Fortius VA Limited acting by:

\_\_\_\_\_ as Director

in the presence of:

Witness: \_\_\_\_\_

Name: \_\_\_\_\_ Gemma Murray

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Home maker

**THE SECURITY AGENT**

**GLAS TRUST CORPORATION LIMITED** acting by:

\_\_\_\_\_  
Name:   
Title: Ryan Stone  
Senior Transaction  
Manager

\_\_\_\_\_  
Name:  
Title:



**SCHEDULES TO DEED OF ACCESSION**

**SCHEDULE 1**

**SHARES**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
<hr/> <i>[None at the date hereof]</i>		

## SCHEDULE 2

### ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Currency of account	Account number	BIC
Fortius Limited	Barclays Bank Plc Level 11, 1 Churchill Place, Canary Wharf, London, United Kingdom, E14 5HP	GBP		