



**Registration of a Charge**

Company name: **FORTUS GROUP HOLDINGS LIMITED**

Company number: **12293040**



X8W2IE5U

Received for Electronic Filing: **06/01/2020**

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**Details of Charge**

Date of creation: **24/12/2019**

Charge code: **1229 3040 0001**

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: 12293040

Charge code: 1229 3040 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2019 and created by FORTUS GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2020 .

Given at Companies House, Cardiff on 7th January 2020

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

24 December 2019

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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COMPOSITE GUARANTEE AND DEBENTURE

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EXECUTION VERSION

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THIS GUARANTEE AND DEBENTURE is made on

24 December 2019

**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**").

**INTRODUCTION**

- (A) The Borrower intends to constitute and issue the Investor Loan Notes to the Nominee pursuant to the Investor Loan Note Instrument.
- (B) A Syndicate Lender may from time to time agree to lend monies to the Borrower pursuant to a Loan Agreement.
- (C) The Security Trustee wishes to act as security trustee in respect of the Security on the terms of this Deed.
- (D) This Deed sets out certain rights and responsibilities of the Security Trustee in its capacity as 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:

**"Act"** means the Land and Conveyancing Law Reform Act 2009;

**"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;

**"Borrower"** means Fortus Group Holdings Limited a company registered in England and Wales with company number 12293040 whose registered office is at 5 New Street Square, London EC4A 3TW;

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

**"Deed of Priority"** means a deed of priority dated on or around the date of this Deed and made between (1) certain of the Chargors as Obligors, (2) the Borrower, (3) the Senior Lender, (4) the Security Trustee as Junior Security Trustee and (5) the entities named therein as Junior 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;

**"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"** means any Security granted in favour of the Senior Lender pursuant to the Senior Irish Debenture, the Senior English Debenture, the Senior Irish Deed of Accession, the Senior English Deed of Accession;

**"Planning Acts"** means the Planning and Development Acts 2000 to 2019, the Building Control Acts 1990 to 2014 and any regulations, order, notice or direction made thereunder or deriving validity therefrom;

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

**"Receiver"** means a 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;

**"Relevant Company"** means a company, corporation, firm, entity or consortium any Share(s) in which are charged to, mortgaged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to this Deed;

**"Secured Liabilities"** means (i) all monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally) which are now or at any time hereafter shall have become due or owing by the Borrower to any or all of the Secured Parties and (ii) all monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally) now or at any time hereafter which shall have become due or owing by a Guarantor to any of the Secured Parties pursuant to clause 2 of this Deed;

**"Secured Parties"** means the Syndicate Lenders (including the Secured Investor Noteholders), the Security Trustee and any Receiver;

**"Security Interest"** means a mortgage, charge, pledge, hypothecation, lien or other assignment or deposit by way of security or other security interest whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;

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

**Senior English Debenture** means the English law debenture dated on or around the date of this Deed between (1) the Borrower and Fortus Group Ireland Limited and (2) the Senior Lender;

**Senior English Deed of Accession** means the English law deed of accession to the Senior English Debenture dated on or around the date of this Deed between (1) ezCCTV Limited and (2) the Senior Lender;

**Senior Irish Debenture** means the Irish law debenture dated on or around the date of this Deed between (1) the Borrower and Fortus Group Ireland Limited and (2) the Senior Lender;

**Senior Irish Deed of Accession** means the Irish law deed of accession to the Senior Irish Debenture dated on or around the date of this Deed between (1) ezCCTV Limited and RWL Security Solutions Limited and (2) the Senior Lender;

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

**"Shares"** means any shares, stocks or securities in whatever form in any company, corporation, firm, entity or consortium wheresoever situate;

**"Subsidiary"** shall have the meaning given to such term in Section 7 of the Companies Act 2014 (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 432 of the Taxes Consolidation Act, 1997;
- (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 2014 (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 permitted 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 *Joint and Several Liability*

Where there is more than one person or company acting as the Chargors or the Guarantors, the liability of each such person or company hereunder shall be joint and several and every agreement, undertaking, covenant, representation and warranty on the part of the Chargors or, as the case may be, the Guarantors shall be construed accordingly and all references to the Chargors or, as the case may be, the Guarantors herein shall where the context requires or admits be construed as references to all or any one or more of them. If the whole or any part of this Deed be now or hereafter unenforceable against any individual person or company acting as a Chargor or, as the case may be, a Guarantor for any reason whatsoever or if this Deed is not executed by any individual person or company acting as a Chargor or, as the case may be, a Guarantor or if any individual person or company acting as a Chargor or, as the case may be, a Guarantor is released or if the Security Trustee decides in its absolute discretion not to pursue all or any of its rights against any individual person or company acting as a Chargor or, as the case may be, a Guarantor, this Deed shall nevertheless be and remain fully binding upon and enforceable against each of the other persons or companies listed as the Chargors or, as the case may be, the Guarantors as if it had been made by the Security Trustee with only such other persons or companies.

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

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

### 1.5 *Form 52*

Any Form 52 required or entered into pursuant to or in connection with this Deed shall form part of this Deed and all references to this Deed shall be construed accordingly.

### 1.6 *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 United Kingdom.

### 1.7 *Section 75 of the Act*

Section 75 of the Act shall not apply to 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 as legal and beneficial owner 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 a legal mortgage of land (and in the case of registered land as registered owner or the person entitled to be registered as owner) all estates or interests in the freehold and leasehold property described in schedule 2 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 as legal and beneficial owner 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 7.8 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 examiner in respect of a Chargor.
- 3.7 Each Chargor shall, at its cost, if and when requested by the Security Trustee, execute a charge in the form prescribed by the Land Registry from time to time, together with such modifications as the Security Trustee may require, over all of the property described in schedule 2 which is registered or in the course of being registered in the Land Registry and will provide all appropriate assistance to the Security Trustee so as to enable that charge to be duly and promptly registered in the Land Registry as a burden affecting so much of such property described in schedule 2 as is registered land.
- 3.8 Each Chargor will, in respect of the Shares set out in Part 1 of Schedule 4, immediately on execution of this Deed and, in respect of any other Shares held by the relevant Chargor from time to time, within 5 Business Days of the written request of the Security Trustee:
  - (a) deliver to the Security Trustee (or as it shall direct) all certificates and other documents of title relating to such Shares;
  - (b) deliver to the Security Trustee blank (except for the number and class of Shares and the name of the transferor) and undated stock transfer forms in the form set out in Part 2 of Schedule 4 duly executed by the relevant Chargor;
  - (c) deliver to the Security Trustee irrevocable proxies in respect of such Shares in the form set out in Part 3 of Schedule 4 duly executed by the relevant Chargor entitling the Security Trustee to exercise all voting rights in respect of such Shares upon the occurrence of an Event of Default;
  - (d) deliver to the Security Trustee in respect of such Shares a dividend mandate in the form set out in Part 4 of Schedule 4 duly executed by the relevant Chargor; and
  - (e) deliver to the Security Trustee letters of authority in the form set out in Part 5 of Schedule 4 authorising the Security Trustee to complete the documents and instruments delivered by the relevant Chargor to the Security Trustee pursuant to clauses 3.8(b) to 3.8(d) duly executed by the relevant Chargor.
- 3.9 Each Chargor will, within 5 Business Days of the written request of the Security Trustee, deliver to the Security Trustee an undated irrevocable letter of resignation from each director and the secretary of each Relevant Company in the form set out in Part 6 of Schedule 4 duly executed by the relevant director/secretary together with a letter of authorisation from such director/secretary in the form set out in Part 7 of Schedule 4.
- 3.10 The Security Trustee may at any time after the enforcement of this Deed in accordance with clause 7.8 (Security protections) complete the documents and instruments delivered to the Security Trustee pursuant to clauses 3.8 and clause 3.9 on behalf of a Chargor in favour of itself or such other person as it shall select.
- 3.11 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 of 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 security assignment 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.

3.12 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.

3.13 Each Chargor hereby assents to the registration as burdens on the folio of any registered land of which it is the registered owner or, as applicable, the person entitled to be registered as registered owner as well as on the folio of any further registered lands of which it may from time to time become the registered owner or, as applicable, the person entitled to be registered as registered owner, of:

- (a) the fixed mortgage and charge created by this Deed on the said land;
- (b) on crystallisation of the floating charge granted under clause 3.1(c) on the said land, such crystallised floating charge; and
- (c) the power of any Receiver appointed under this Deed to charge the said land.

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

4.1 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, 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 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;
- (h) promptly pay or cause to be paid and indemnify the Security Trustee and any Receiver 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 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 examinership, receivership, winding-up or dissolution of a Chargor;
- (o) not to create or permit to arise any burdens which, in accordance with Section 72 of the Registration of Title Act, 1964, affect any such property whether registered or not; 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**

6.1 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 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 but in so doing the Security Trustee shall not be subject to the requirements contained in Section 110(2) of the Act.

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 examinership, 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, without the restrictions contained in the Act (in particular, but not limited to, the provisions of Section 96(1) of the Act), exercise all the powers conferred on mortgagees by law and by the Act (in each case, as varied or extended by this Deed) 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 At any time on or after the security constituted by this Deed has become enforceable, the Security Trustee may in its absolute discretion, without further notice to or demand on the Chargors:

- (a) enter into possession of or hold the Assets (or any part thereof) without the need to obtain the consent of any Chargor or an order for possession under Sections 97 or 98 of the Act; and/or;
- (b) exercise any right, power or discretion conferred by this Deed or by law on a Receiver without first appointing a Receiver or notwithstanding the appointment of a Receiver,

PROVIDED THAT Section 99 of the Act shall not apply to this Deed and neither the Security Trustee nor any Receiver shall be obliged to take any steps to sell or lease the Assets (or any part thereof) after going into possession of the Assets (or any part thereof) and the Security Trustee and any Receiver shall have absolute discretion as to the time of exercise of the power of sale and the power of leasing and all other powers conferred on them by the Act or otherwise. Such rights of the Security Trustee and any Receiver are without prejudice to and in addition to any right of possession (express or implied) to which the Security Trustee and/or any Receiver is otherwise entitled (whether by virtue of this Deed, operation of law, statute, contract or otherwise).

7.10 At any time on or after the security constituted by this Deed shall have become enforceable, the power of sale and all other powers conferred on mortgagees by the Act shall be exercisable immediately without the need:

- (a) for the occurrence of any of the events specified in sub-sections (a) to (c) of Section 100(1) of the Act; or
- (b) to give notice as specified in the final proviso to Section 100(1) of the Act; or
- (c) to obtain the consent of any Chargor or a court order authorising the exercise of the power of sale under Sections 100(2) or (3) of the Act; or
- (d) to give any notice to any Chargor under Section 103(2) of the Act.

7.11 The Chargors shall not take any action under Section 94 of the Act and the provisions of that Section shall not apply to the security constituted by this Deed or to this Deed generally.

7.12 The statutory powers of leasing and accepting surrenders conferred on the Security Trustee and any Receiver are extended so as to authorise the Security Trustee and any Receiver to lease, make agreements for leases, accept surrenders of leases and make agreements to accept surrenders of leases as it or he may think fit and without the need to comply with any provision of Sections 112 to 114 of the Act. Without

prejudice to the generality of the foregoing, the Security Trustee and any Receiver may exercise the statutory power to accept surrenders of leases conferred by the Act for any purpose that it or he thinks fit and not just for the purpose of granting new leases under Section 112 of the Act and any new lease granted by the Security Trustee or any Receiver following the acceptance of a surrender need not comply with the requirements of Section 114(3) of the Act. Without prejudice to the foregoing, in accordance with section 112(3)(c) of the Act, the Chargors hereby consent to the Security Trustee, while in possession, or any Receiver, leasing all or any part of the Assets, including any part of the Assets consisting of land.

7.13 At any time on or after the security constituted by this Deed shall have become enforceable and until the whole of the Assets shall be sold, called in, collected or converted under the powers of conversion, the Security Trustee may if it shall think fit so to do, carry on the business of the Chargors (or any of them) in and with the Assets and may manage and conduct the same as it shall in its discretion think fit and for the purposes of the said business may employ such agents, managers, receivers, accountants and servants upon such terms as to remuneration or otherwise as it shall think proper and may exercise all rights of voting conferred by any part of the Assets and otherwise deal with and exercise or permit to be exercised any powers or rights incidental to the ownership of any of the Assets on such terms and conditions and generally in such manner as it may deem expedient and generally may do or cause to be done all such acts and things and may enter into such arrangements respecting the Assets or any part thereof as it could do it if was absolutely entitled thereto and without being responsible for any loss or damage which may arise or be occasioned thereby. The Security Trustee shall out of the profits and income of the Assets and the monies to be made by it in carrying on the said business pay and discharge the expenses incurred in and about the carrying on and management of the said business or in the exercise of any of the powers conferred by this clause 7 or otherwise in respect of the Assets and all outgoings which it shall think fit to pay and shall pay and apply the residue of the said profits, income and monies in the same manner as provided herein with respect of the monies to arise from any sale, calling in, collection or conversion under the powers of conversion.

7.14 No person (including a purchaser) dealing with the Security Trustee or any Receiver or its or his agents will be concerned to enquire:

- (a) whether any of the Secured Liabilities have become payable or remain due; or
- (b) whether due notice has been given to any person; or
- (c) whether any power which the Security Trustee or any Receiver is purporting to exercise has become exercisable or has been or is being properly exercised; or
- (d) whether any Receiver is authorised to act; or
- (e) how any money paid to the Security Trustee or to any Receiver is to be applied,

and all protections to purchasers contained in Sections 105(1), 106 and 108(5) of the Act shall apply to any person (including a purchaser) dealing with the Security Trustee or any Receiver in like manner as if the statutory powers under the Act had not been varied or extended by this Deed. The provisions of Section 105(2) shall not apply to this Deed or any enforcement thereof.

7.15 The receipt of the Security Trustee or any Receiver shall be absolute and conclusive discharge of a purchaser and shall relieve such purchaser from being concerned to

see to the application of any monies paid to or by the direction of the Security Trustee or any Receiver.

- 7.16 The Security Trustee and any Receiver shall have full power to delegate to any person any right, power, discretion exercisable by it under this Deed or under the Act upon any terms as they may deem fit provided always that the Security Trustee or any Receiver should not be in any way liable to any Chargor for any loss or damage arising for any act, default or omission for misconduct on the part of any such delegate. No delegation made pursuant to this Deed shall preclude the subsequent exercise of any such right, power or discretion by the Security Trustee or any Receiver nor shall it preclude the Security Trustee or any Receiver from making any subsequent delegation to some other person. Any such delegation may be revoked by the Security Trustee or any Receiver at any time.
- 7.17 At any time on or after the security constituted by this Deed shall have become enforceable, the Security Trustee may:
- (a) redeem any prior Security Interest over any part of the Assets; and/or
  - (b) take a transfer of any such Security Interest to itself; and or
  - (c) settle and pass accounts of any person in whom the prior Security Interest may for the time being be vested and any account so settled and passed shall be binding and conclusive on the Chargors each of whom hereby authorises any prior mortgagee/chargee pursuant to this clause to give to the Security Trustee all information and account relating to the prior Security Interest.

The Chargors shall on demand pay to the Security Trustee all monies so expended by the Security Trustee pursuant to this clause and pending reimbursement such amounts shall constitute part of the Secured Liabilities.

- 7.18 Any restrictions on the right of consolidation of mortgages including the provisions of Section 92 of the Act shall not apply to this Deed.

## **8. Appointment of Receiver**

- 8.1 At any time after the security constituted by this Deed shall have become enforceable in accordance with clause 7.8 (Security protections) and without the need for the occurrence of any of the events specified in section 108(1)(a) to (c) inclusive of the Act, the Security Trustee shall be and is entitled without further notice under seal or in writing under the hand of any director, secretary, employee or agent for the time being of the Security Trustee to appoint any one or more persons as a Receiver of all or any of the Assets in accordance with and to the extent permitted by applicable laws and may from time to time remove any Receiver so appointed in writing under the hand of any employee or agent of the Security Trustee and appoint another or others in his stead and/or appoint another person to act with any such Receiver.
- 8.2 Where more than one Receiver 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 over any part of the Assets over which an appointment has not previously been made by it.

- 8.4 Any appointment of a Receiver or Receivers may be made either before or after the Security Trustee shall have entered into or taken possession of the Assets or any part thereof.
- 8.5 A Receiver shall be entitled to remuneration at a rate to be fixed by agreement between such Receiver and the Security Trustee (or failing such agreement to be fixed by the Security Trustee). The provisions of Section 108(7) of the Act shall not apply to this Deed.
- 8.6 The Receiver will, for all purposes, 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 powers conferred on a mortgagee or a receiver by statute and in particular all powers conferred by Section 437 of the Companies Act and conferred by the Act, without the restrictions contained in the Act. In addition to but without prejudice to those powers (and those of the Security Trustee) the Receiver 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 may think fit;
  - (h) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of such Chargor or relating in any way to the Assets or any part thereof and take, defend, continue and discontinue any proceedings relating to the Assets or any part thereof;
  - (i) to make and effect all repairs, renewals, improvements, and insurances;
  - (j) 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;

- (k) 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;
  - (l) to terminate all existing finance facility available to a Chargor in connection with or relating to the Existing Accounts; and
  - (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 8.7 Unless otherwise directed by the Security Trustee, such Receiver may also exercise all the powers and authority vested in the Security Trustee by this Deed and in particular all powers vested in the Security Trustee by clause 7 hereof.
- 8.8 Any restrictions on the powers of a Receiver contained in the Act, including the restrictions contained in section 108(4) of the Act, shall not apply to this Deed.
- 8.9 The Security Trustee and any Receiver appointed by the Security Trustee under this Deed shall not, in any circumstances, whether by reason of the Security Trustee or such Receiver entering into possession of the Assets or any part thereof or for any other reason whatsoever be liable to account as mortgagee in possession or on any basis whatsoever for anything except actual receipts or be liable for any loss arising from any realisation of the Assets or any part thereof.
- 8.10 The Security Trustee and each Receiver is entitled to all the rights, powers, authority, discretions and immunities conferred on mortgagees and receivers (save as varied or modified by this Deed) by the Act and shall not be liable for any default or omission in relation to the Assets or any exercise or non-exercise of any power, authority or discretion conferred on the Security Trustee or any Receiver in relation to the Assets or any part thereof by or pursuant to this Deed or the Act unless such loss or damage is caused by the fraud or negligence of the Security Trustee or such Receiver (as applicable).

## **9. Power of attorney**

- 9.1 Each Chargor irrevocably and by way of security appoints the Security Trustee (whether or not a Receiver 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 including the remuneration of the Receiver;
- (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 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 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.
- 10.3 Sections 106(3), 107 and 109 of the Act shall not apply to the application of any monies received or realised pursuant to the exercise of powers conferred by this Deed.

#### **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.
- 15.5 Each Chargor shall at its own expense promptly do all such acts or execute and deliver all such documents (including assignments, transfers, mortgages, charges, filings, registrations, notices and instructions) as the Security Trustee may specify (and in such form as the Security Trustee may require in favour of the Security Trustee or its nominee(s));
- (a) to create, perfect, protect and/or maintain the security constituted by this Deed (including for the avoidance of doubt, in respect of property and assets acquired after the execution of this Deed) or for the exercise of any rights, powers and remedies of the Security Trustee under this Deed; and
  - (b) to facilitate the realisation of the Assets.

15.6 Each Chargor hereby irrevocably and unconditionally:

- (a) authorises the Security Trustee and each legal adviser appointed by the Security Trustee to do, at the cost and expense of such Chargor, all acts and sign on behalf of such Chargor all required documents and forms (whether physical or in electronic format) as the Security Trustee and/or such adviser may consider necessary or desirable to procure compliance with the procedure under section 409(3) or 409(4) of the Companies Act; and
- (b) indemnifies and agrees to hold the Security Trustee and each such legal adviser harmless against any loss or liability incurred by the Security Trustee or any such legal adviser as a consequence of the Security Trustee or any such legal adviser procuring compliance with the procedure under section 409(3) or 409(4) of the Companies Act in reliance on this clause.

For the avoidance of doubt, this clause 15.6 permits the Security Trustee or its legal adviser including their e-mail address in any form filed under section 409 of the Companies Act for the purposes of receiving a certificate of registration of a charge from the Companies Registration Office.

## **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. Assignment**

- 17.1 The Chargors may not assign or transfer all or any of their respective rights, benefits or obligations under this Deed. The Security Trustee may assign all or any part of its rights, benefits or obligations under this Deed without the consent of the Chargors.
- 17.2 The Security Trustee may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with Security Trustee in relation to this Deed such information about the Chargor and this Deed as the Security Trustee considers appropriate.

## **18. Security Trustee provisions**

- 18.1 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.
- 18.2 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.

**19. Governing law & jurisdiction**

- 19.1 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 the laws of Ireland.
- 19.2 Each party irrevocably agrees that the courts of Ireland (excluding Northern Ireland) 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).
- 19.3 Without prejudice to any other mode of service allowed under any relevant law, each Chargor and each Guarantor (other than a Chargor or a Guarantor incorporated in Ireland):
- (a) irrevocably appoints Fortus Group Ireland Limited, marked for the attention of Brian Honan, as its agent for service of process in relation to any proceedings before the courts of Ireland in connection with this Deed; and
  - (b) agrees that failure by a process agent to notify any Chargor or any Guarantor (as the case may be) of the process will not invalidate the proceedings concerned.
- 19.4 By its execution of this Deed, Fortus Group Ireland Limited confirms its acceptance of its appointment as agent for service of process by each Chargor and by each Guarantor (other than a Chargor or a Guarantor incorporated in Ireland).

In witness whereof this Deed has been executed by each Chargor, each Guarantor 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 5 New Street Square, London EC4A 3TW;
2. **FORTUS GROUP IRELAND LIMITED**, a company registered in the Republic of Ireland with company number 661734 whose registered office is at Suite 3, One Earlsfort Centre, Lower Hatch Street, Dublin 2, Ireland;
3. **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; and
4. **EZCCTV.COM LIMITED**, a company registered in England and Wales with company number 04541701 whose registered office is at Connor Spencer & Co, 5 Waterside, Station Road, Harpenden, Hertfordshire AL5 4US.

### **Part 2**

#### **Guarantors**

1. **FORTUS GROUP HOLDINGS LIMITED**, a company registered in England and Wales with company number 12293040 whose registered office is at 5 New Street Square, London EC4A 3TW;
2. **FORTUS GROUP IRELAND LIMITED**, a company registered in the Republic of Ireland with company number 661734 whose registered office is at Suite 3, One Earlsfort Centre, Lower Hatch Street, Dublin 2, Ireland;
3. **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; and
4. **EZCCTV.COM LIMITED**, a company registered in England and Wales with company number 04541701 whose registered office is at Connor Spencer & Co, 5 Waterside, Station Road, Harpenden, Hertfordshire AL5 4US.

**SCHEDULE 2**

**PROPERTY**

None at the date of this Deed.

### **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.

## SCHEDULE 4

### Part 1

#### Shares

Name of Relevant Chargor	Name of Relevant Company	Issued Capital	Share	Class of Shares Held	Number of Shares Held
Fortus Group Holdings Limited	Fortus Group Ireland Limited	1,003,600 ordinary shares of £0.01 each (the "A Shares");  2,498,964 ordinary shares of £0.01 each (the "B Shares");  1,013,273 ordinary shares of £0.01 each (the "C Shares");  100 E ordinary shares of £0.01 each (the "E Shares");  10,000 F ordinary shares of £0.01 each (the "F Shares");  100 G ordinary shares of £0.01 each (the "G Shares"); and  1,713,640 ordinary shares of £0.01 each (the "Ordinary Shares").	A  B  C  C  F  G  Ordinary	1,003,600 A Shares;  2,498,964 B Shares;  1,013,273 C Shares;  100 E Shares;  10,000 F Shares;  100 G Shares; and  1,713,640 Ordinary Shares.	1,003,600 A Shares;  2,498,964 B Shares;  1,013,273 C Shares;  100 E Shares;  10,000 F Shares;  100 G Shares; and  1,713,640 Ordinary Shares.
Fortus Group Ireland Limited	RWL Security Solutions Limited	1,250 "A" Ordinary Shares of €1.00 each (the "A Ordinary Shares").  40 "B" Ordinary Redeemable Shares of €1.00 each (the "B Ordinary Redeemable Shares").	A  B  Ordinary	1,250 A Ordinary Shares.  40 B Ordinary Redeemable Shares.  20 D Ordinary Redeemable Shares.	1,250 A Ordinary Shares.  40 B Ordinary Redeemable Shares.  20 D Ordinary Redeemable Shares.

		20 "D" Ordinary Redeemable Shares of €1.00 each (the "D Ordinary Redeemable Shares").		
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## Part 2

### Stock Transfer Form

<b>STOCK TRANSFER FORM</b>	<b>(Above this line for Registrars only)</b>		
Consideration Money:		<b>Certificate lodged with the Registrar</b> (for completion by the Registrar/Stock Exchange)	
Full name of Under-taking.			
Full description of Security.			
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.		<b>Figures:</b>  <b>([ ] units of £[ ] each)</b>	
<p>Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder.</p> <p>If the transfer is not made by the registered holders(s) insert also the name(s) and capacity (e.g., Executor(s) of the person(s) making the transfer.</p>		In the name of:	
<p>We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below <i>or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security:</i></p> <p>Delete words in italic except for stock exchange transactions.</p> <p>Signature(s) of transferor(s)</p> <p>1. _____</p> <p>2. _____</p> <p>Bodies corporate should execute under their common seal.</p>		<p>Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions of Agent(s), if any, acting for the Transferor(s).</p> <p>Date: _____ 2019</p>	
<p>Full name(s) and full postal address(es) (including County or, if applicable Postal District number) of the person(s) to whom the security is transferred.</p> <p>Please state title, if any or whether Mr., Mrs., or Miss.</p> <p>Please complete in type- writing or in Block Capitals.</p>			
I/We request that such entries be made in the register as are necessary to give effect to this transfer.			
Stamp of Buying Broker(s) (if any)		Stamp or name and address of	

	person lodging this form (if other than the Buying Broker(s))
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**FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT LIABLE TO AD VALOREM STAMP DUTY**

I/We hereby certify that the transaction in respect of which this transfer is made, and under which the fixed Duty on ten punts is payable, falls within the following description:

- (a) Vesting the property in trustees on the appointment of a new Trustee of a pre-existing Trust, or on the retirement of a Trustee.
- (b) (\*) A transfer, where no beneficial interest in the property passes, (i) to a mere nominee of the Transferor, (ii) From a mere nominee of the Transferee, (iii) From one nominee to another nominee of the same beneficial owner.
- (c) (\*) A transfer by way of security for a loan; or a re-transfer to the original Transferor on, repayment of a loan.
- (d) A transfer to a residuary legatee of Shares, etc., which forms part of the residue divisible under a Will.
- (e) A transfer to a beneficiary under a Will of a specific legacy of Shares, etc.
- (f) A transfer of Shares, etc., being the property of a person dying interstate, to the person or persons entitled thereto.
- (g) A transfer to a beneficiary under a settlement on distribution of the trust funds, of Shares, etc., forming the share, or part of the share, of those funds to which the beneficiary is entitled in accordance with the terms of the settlement.
- (h) A transfer on the occasion of a marriage to trustees of shares, etc., to be held on the terms of a settlement made in consideration of marriage.
- (i) A transfer by the liquidator of a Company of Shares, etc., forming part of the assets of the Company, to which the Transferee is entitled in satisfaction or part satisfaction of his rights as a Shareholder of the Company.

Here set out concisely the facts explaining the transaction in cases falling with in (b) and (c) or in any case which does not clearly fall within any one of the clauses (a) to (g). Adjudication in any case may be required.

Date: \_\_\_\_\_ 2019

\*Transferor: \_\_\_\_\_ \*Transferee: \_\_\_\_\_

\*Note: The above certificate must be signed in the case of (b) and (c), either by (1) all the transferors and the transferees, or (2) a member of a Stock Exchange or a Solicitor acting for one or other of the parties, or (3) an accredited representative of a Bank. Where the Bank or its official nominee is a party to the transfer, the Certificate may be to the effect that "the transfer is excepted from Section 74 of The Finance (1909-10) Act, 1910." The above Certificate in other cases should be signed by a Solicitor or other person (e.g., a Bank acting as Trustee or Executor) having a full knowledge of the facts.

### Part 3

#### Irrevocable Proxy

To: **[INSERT NAME AND ADDRESS OF COMPANY]**

We, [CHARGOR], being [the sole] [a] member of [COMPANY NAME] (the "**Company**") hereby irrevocably appoint Rockpool (Security Trustee) Limited or its nominee as proxy to vote for us on our behalf at meetings of the Company in respect of any existing or further shares in the Company which may have been or may from time to time be issued to us and/or registered in our name and which are subject to the Composite Debenture and Guarantee dated [ ] between (1) The Entities Listed in Part 1 of Schedule 1 (as Chargors); (2) The Entities Listed in Part 2 of Schedule 1 (as Guarantors); and (3) Rockpool (Security Trustee) Limited (as Security Trustee) (the "**Debenture**").

This proxy is irrevocable by reason of being coupled with the interest of the Security Trustee as chargee of the aforesaid shares in the Company.

This irrevocable proxy shall be effective on the occurrence of an Event of Default (as defined in the Debenture) as notified to you by Rockpool (Security Trustee) Limited or its nominee. We request that you act on such notice and the confirmation and request therein without requiring further evidence of the identity of the Security Trustee or its nominee, the occurrence of an Event of Default or any other matter relating to compliance with, or entitlement under, the Debenture..

The person appointed as proxy is authorised to vote as that person thinks fit.

Yours faithfully

---

Signed by a Director

for and on behalf of

**[Name of Chargor]**

**Part 4**  
**Dividend Mandate**

To: The Secretary  
[ ] **[NAME AND ADDRESS OF COMPANY]**

Date: \_\_\_\_\_

Dear Sirs

We, **[NAME AND ADDRESS OF CHARGOR]** refer to:

- A. The **[NUMBER OF SHARES]** **[TYPE OF SHARES]** of [€ ] each (the "**Shares**") in **[NAME OF COMPANY]** (the "**Company**"), of which we are the registered holder or are entitled to be the registered holder; and
- B. Composite Debenture and Guarantee dated [ ] between (1) The Entities Listed in Part 1 of Schedule 1 (as Chargors); (2) The Entities Listed in Part 2 of Schedule 1 (as Guarantors); and (3) Rockpool (Security Trustee) Limited (as Security Trustee) (the "**Debenture**") pursuant to which we have created security over the Shares in favour of the Security Trustee.

We hereby request that:

1. on receipt by you of written notice from the Security Trustee (or from some other person who confirms in the notice that such person is then the beneficiary under the Debenture) that an Event of Default (as defined in the Debenture) has occurred, you shall forward to the Security Trustee (or such other person as aforesaid), until further written notice by the Security Trustee (or such other person as aforesaid), all dividends that may become from time to time payable on so many of the Shares as are specified in that notice; and
2. you act on such notice and the confirmation and request therein without requiring further evidence of the identity of the Security Trustee or such other person as aforesaid, the occurrence of an Event of Default, the number of the Shares in respect of which the Security Trustee is entitled under the Debenture to receive dividends or any other matter relating to compliance with, or entitlement under, the Debenture.

This request is irrevocable. Compliance with this request shall be a good discharge to the Chargor.

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

Yours faithfully

\_\_\_\_\_  
For and on behalf of  
**[Name of Chargor]**

**Part 5**

**Letter of Authority**

To: Rockpool (Security Trustee) Limited  
10 Bressenden Place  
London  
SW1E 5DH

**RE: [NAME AND ADDRESS OF CHARGOR]**

[Date]

**Composite Debenture and Guarantee dated [ ] (the Debenture) between (1) The Entities Listed in Part 1 of Schedule 1 (as Chargors); (2) The Entities Listed in Part 2 of Schedule 1 (as Guarantors); and (3) Rockpool (Security Trustee) Limited (as Security Trustee) (the “Debenture”)**

Dear Sirs,

We hereby unconditionally and irrevocably authorise the Security Trustee or its nominees to date and otherwise complete, stamp and register the share transfer form[s], irrevocable proxy and dividend mandate in respect of [INSERT NUMBER AND CLASS OF SHARES] in the capital of [INSERT COMPANY NAME] deposited by us with the Security Trustee and/or its designee(s) pursuant to the Debenture, as and when the Security Trustee becomes entitled to date and complete the same pursuant to the terms of the Debenture.

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

Yours faithfully,

\_\_\_\_\_  
Director  
[Name of Chargor]

\_\_\_\_\_  
Director  
[Name of Chargor]

## Part 6

### Director's/Secretary's Letter of Resignation

To: [NAME AND ADDRESS OF COMPANY] (the "Company")

Date: \_\_\_\_\_

#### Resignation as a director/secretary

Dear Sirs

I hereby resign with immediate effect as a director [and/or secretary] of the Company and declare that I have no claim outstanding against the Company and/or its officers in respect of any cause, matter or thing whatsoever in respect of my office as [a director][company secretary] of the Company (including, but without limitation, claims for compensation in respect of breach of contract, compensation for loss of office or otherwise) and to the extent that any such claim exists or may exist, I hereby irrevocably waive such claim and hereby release the Company from any liability whatsoever in respect thereof.

Please amend the register of directors and secretaries of the Company accordingly and send a notification of my resignation as a director of the Company to the Registrar of Companies in the prescribed form within 14 days of the date of this letter, failing which I may serve a notice on the Company pursuant to Section 152 of the Companies Act, 2014. Kindly confirm that the appropriate forms have been filed in the Companies Registration Office.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Irish law.

Yours faithfully,

SIGNED and DELIVERED as a DEED

By:

\_\_\_\_\_, Director

In the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**Part 7**

**Letter of Authority**

To: Rockpool (Security Trustee) Limited  
10 Bressenden Place  
London  
SW1E 5DH

Attn: [ ]

From: [ ] [name and address of director/secretary]

Date: \_\_\_\_\_

[ ] (the **Company**)

Dear Sirs

I hereby unconditionally and irrevocably authorise you to date the duly executed resignation letter in respect of the Company deposited by me with Rockpool (Security Trustee) Limited pursuant to the Composite Debenture and Guarantee dated [ ] between (1) The Entities Listed in Part 1 of Schedule 1 (as Chargors); (2) The Entities Listed in Part 2 of Schedule 1 (as Guarantors); and (3) Rockpool (Security Trustee) Limited (as Security Trustee) (the "**Debenture**"), as and when you become entitled to date and complete the same pursuant to the terms of the Debenture and to deliver such signed and dated letter to the Company

Yours faithfully,

\_\_\_\_\_  
Director/Secretary

EXECUTION PAGES - DEBENTURE

THE CHARGORS

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

)  
)  
)  
)

Director

Witness signature:

Witness name (in BLOCK CAPITALS):

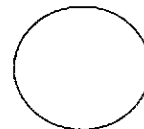
Witness address:

SOPHIE LAWLEY  
Larkspur Lane

Witness occupation:

Legal Counsel

GIVEN under the COMMON SEAL of  
FORTUS GROUP IRELAND LIMITED  
and DELIVERED as a DEED:

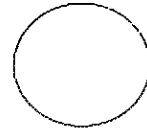


DIRECTOR

DIRECTOR / SECRETARY

For and on behalf of  
The Secretarial Company Limited  
Company Secretary

GIVEN under the COMMON SEAL of  
RWL SECURITY SOLUTIONS LIMITED  
and DELIVERED as a DEED:



[Redacted signature]

DIRECTOR

[Redacted signature]

DIRECTOR / SECRETARY

EXECUTED as a DEED by  
EZCCTV.COM LIMITED acting by a  
director in the presence of a witness:

)  
)  
)  
)

[Redacted signature]

Director

[Redacted signature]

Witness signature:

Witness name (in BLOCK CAPITALS):

Witness address:

SOPHIE LAWLESS  
Salford France

Witness occupation:

Legal Intern

**THE GUARANTORS**

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

)  
)  
)  
)

Director

Witness signature:

Witness name (in BLOCK CAPITALS):

Witness address:

Witness occupation:

SOPHIE LAULERS  
Fuelsford Levens

Legal intern

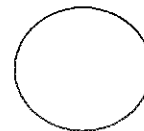
**GIVEN** under the **COMMON SEAL** of **FORTUS GROUP IRELAND LIMITED** and **DELIVERED** as a **DEED**:

DIRECTOR

DIRECTOR / SECRETARY

For and on behalf of  
The Secretarial Company Limited  
Company Secretary

GIVEN under the COMMON SEAL of  
RWL SECURITY SOLUTIONS LIMITED  
and DELIVERED as a DEED:



[Redacted Signature]

DIRECTOR

[Redacted Signature]

DIRECTOR / SECRETARY

EXECUTED as a DEED by  
EZCCTV.COM LIMITED acting by a  
director in the presence of a witness:

)  
)  
)  
)

[Redacted Signature]

Director

[Redacted Signature]

Witness signature:

Witness name (in BLOCK CAPITALS):

Witness address:

SOPHIE LAWLERS  
Londoxe Terrace

Witness occupation:

Legal Advisor

**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 11 December 2019, in the )  
presence of a witness: )

.....  
**Attorney**

Witness signature: .....

Witness name (in BLOCK CAPITALS): .....

Witness address: .....

.....

.....

Witness occupation: .....