



Registration of a Charge

Company Name: **FORTUS GROUP HOLDINGS LIMITED**

Company Number: **12293040**



Received for filing in Electronic Format on the: **13/12/2022**

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Details of Charge

Date of creation: **09/12/2022**

Charge code: **1229 3040 0007**

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

Brief description:

Contains fixed charge(s).

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

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HILL DICKINSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12293040

Charge code: 1229 3040 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2022 and created by FORTUS GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2022 .

Given at Companies House, Cardiff on 15th December 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

THIS DEED OF ACCESSION is made 9 day of December 2022,

BETWEEN:

- (1) THE COMPANIES, each of whose name, company number, registered address and jurisdiction of incorporation is set out in the First Schedule (*Acceding Companies*) (the “**acceding Companies**” and each an “**Acceding Company**”);
- (2) FORTUS GROUP IRELAND LIMITED (the “**FGIL**”) for itself and as agent for and on behalf of each of the other Companies named in the Debenture referred to below; and
- (3) ALLIED IRISH BANKS, P.L.C. as the Lender.

WHEREAS:

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

NOW THIS DEED WITNESSES as follows:

1. Each Acceding Company hereby covenants jointly and severally with the other Companies a party to the Debenture that it will on demand by the Lender discharge the Secured Obligations and undertakes to pay to the Lender every sum (of principal, interest or otherwise) now or hereafter owing, due or incurred by it in respect of the Secured Obligations.
2. If any liability referred to in clause 1 becomes due (whether upon the making of a demand or otherwise) each Acceding Company shall pay interest on such sums (after as well as before judgement) from the date of demand until the date of payment calculated on a daily basis at the rate and in the manner agreed in writing between such Acceding Company and the Lender in respect thereof and in the absence of such agreement, at the Default Rate.
3. Prescribed Form Charge over Registered Land
 - 3.1 Each Acceding Company shall immediately upon the execution of this Deed execute and deliver to the Lender one or more charge(s) in the Prescribed Form over so much of the Secured Premises owned by such Acceding Company as comprises registered land. Each Prescribed Form Charge which is executed by an Acceding Company shall be deemed to be delivered as a deed upon execution thereof by such Acceding Company.
 - 3.2 Each Prescribed Form Charge shall be supplemental to, and shall form part of, this Deed and the Debenture.

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4. Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms hereof and of the Debenture:

4.1 **Charge Over Lands:** As continuing security for the payment, performance and discharge of the Secured Obligations and as a legal mortgage of land, each Acceding Company as beneficial owner and also in the case of registered land as registered owner (or the person entitled to be registered as owner) hereby CHARGES by deed the property described in Part I (*Registered and Unregistered Land*) of the Schedule to this Deed subject to such terms, conditions, covenants and obligations as are set out in this Deed and in the Debenture.

The charge created by this clause 4.1 is a first fixed charge.

4.2 **Fixed Charges:** Each Acceding Company as beneficial owner, (or the person entitled to be registered as owner) as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges to the Lender by way of first fixed charge:

- (a) all its other estate, right, title or interests in any freehold or leasehold land or buildings both present and future (including the property described in Part I (*Registered and Unregistered Land*) of the Schedule to this Deed) vested in or held by or on behalf of each Acceding Company from time to time and/or the proceeds of sale thereof together in all cases (to the extent the same are not otherwise subject to an effective fixed security hereunder) all fixtures and fittings (including trade fixtures) and all fixed plant and machinery from time to time in or on such land or buildings;
- (b) other than to the extent already subject to an effective fixed security under this Deed or the Debenture, all present and future Ancillary Rights and Compensation Rights of each Acceding Company;
- (c) all rights and claims to which the each Acceding Company is now or may hereafter become entitled in relation to or in connection with the Secured Assets including those against any manufacturer, supplier, installer, builder, contractor, professional advisor or Lessee and any guarantor or surety for the obligations of any such person and, to the extent that any of the Secured Assets are now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligation of such person and any other rights and benefits relating thereto;
- (d) all of its present and future rights, title, interest and benefit in and to the Plant and Equipment specified in Part II (*Plant and Equipment*) of the Schedule to this Deed;
- (e) all of its present and future rights, title, interest and benefit in and to the uncalled capital of each Acceding Company and all rights and claims to which each Acceding Company is now or may hereafter become entitled as a result of any calls made in relation thereto;
- (f) all of its present and future rights, title, interest and benefit in and to the Intellectual Property specified in Part III (*Intellectual Property*) of the Schedule to this Deed;
- (g) all of its present and future rights, title, interest and benefit in and to the Other Contracts;
- (h) to the extent not effectively assigned under clause 4.4(a), all of its present and future rights, title, interest and benefit in and to the Material Contracts;

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- (i) all goodwill (including all brand names not otherwise subject to an effective fixed security under this Deed or the Debenture) now or at any time hereafter belonging to each Acceding Company;
- (j) any beneficial interest, claim or entitlement each Acceding Company has in any pension fund or any asset of any pension fund now or at any time hereafter;
- (k) its Book Debts, both collected and uncollected, the proceeds of the same and all monies otherwise due and owing to each Acceding Company (but excluding, to the extent effectively charged to the Lender pursuant to clause 4.2(l), each Account maintained with the Lender);
- (l) all rights and claims to which each Acceding Company is now or may hereafter become entitled in relation to each Account maintained with the Lender specified in Part IV (*Accounts*) of the Schedule to this Deed; and
- (m) all of its present and future rights, title, interest and benefit in and to the Secured Assets referred to in clause 4.4 (*Assignments*) to the extent that such Secured Assets are not effectively assigned by or otherwise subject to an effective fixed security under that clause.

To the extent that a fixed charge is not created under sub-paragraph (f) of this clause 4.2 over any of the Intellectual Property, the charge thereof purported to be effected by that sub-paragraph (f) shall operate as an absolute assignment of any and all damages, compensation, remuneration, profit, rent or income which the relevant Acceding Company may now or at any time hereafter derive therefrom or be awarded or entitled to in respect thereof.

4.3 **Investments:** Each Acceding Company as beneficial owner, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby:

- (a) mortgages and charges and agrees to mortgage and charge in favour of the Lender, by way of first fixed charge, all of its respective rights, title, benefit and interest whatsoever, present and future, to or in or in respect of the Investments specified in Part V (*Shares*) of the Schedule to this Deed, but so that the Lender shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with such Investments; and
- (b) grants a lien to the Lender on the certificates and other documents of title relating to such Investments together with such further certificates which may from time to time be issued to such Acceding Company in respect of any conversion, bonus, redemption, option or otherwise relating to the Investments.

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

- (a) the Material Contracts specified in Part VI (*Material Contracts*) of the Schedule to this Deed, including all monies payable to such Acceding Company, and any claims, awards and judgments in favour of, or receivable or received by such Acceding Company, under, in connection with or pursuant to any Material Contract;

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- (b) all Licences and all rights of recovery and compensation which may be receivable by such Acceding Company on account of the revocation or non-renewal of any of the Licences;
- (c) the Leases;
- (d) all Insurances specified in Part VII (*Insurances*) of the Schedule to this Deed and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances);
- (e) all Accounts as specified in Part IV (*Accounts*) of the Schedule to this Deed which are held with an Account Bank; and
- (f) all other Receivables (not otherwise assigned hereunder).

To the extent that any Secured Asset described in clause 4.4(d) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the relevant Acceding Company to any proceeds of the Insurances.

4.5 **Floating Charge:** Each Acceding Company as beneficial owner, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges to the Lender by way of first floating charge all of such Acceding Company's stock-in-trade, inventory and raw materials together with the whole of such Acceding Company's undertaking and property, assets and rights whatsoever and wheresoever both present and future not otherwise:

- (a) effectively charged or mortgaged to the Lender by way of fixed charge;
- (b) effectively assigned (whether at law or in equity) or mortgaged to the Lender; or
- (c) subject to an effective fixed security in favour of the Lender.

4.6 **Creation of Trust:** To the extent that any Acceding Company's present and future right, title, interest and benefit in and to any Material Contract and/or any Other Contract is not effectively assigned or charged under this Deed, such Acceding Company hereby acknowledges, declares and agrees that it shall:

- (a) hold all its present and future right, title, interest and benefit in and to such Material Contract and/or Other Contract (including all monies payable to such Acceding Company and any claims, awards and judgments in favour of, or receivable or received by, such Acceding Company under, in connection with, or pursuant to, such Material Contract and/or Other Contract) upon trust for the Lender absolutely; and
- (b) comply with any direction that may be given to it by or on behalf of the Lender from time to time with regards to the assertion, exercise or enjoyment of any rights under such Material Contract and/or Other Contract.

4.7 **Continuing Obligations:** Notwithstanding anything herein to the contrary:

- (a) each Acceding Company shall remain liable under any contracts (including the Material Contracts and the Other Contracts), agreements and other documents included in the Secured Assets (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Deed had not been executed;

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- (b) the exercise by the Lender of any of the rights hereunder shall not release such Acceding Company from any of its duties or obligations under such contracts, agreements and other documents; and
 - (c) the Lender shall not have any obligation or liability under any such contracts, agreements or other documents included in the Secured Assets by reason of this Deed, nor shall the Lender be obligated to perform any of the obligations or duties of such Acceding Company thereunder or to take any action to collect or enforce any such contract, agreement or other document.
- 4.8 Terms defined in the Debenture shall have the same meaning in this Deed.
5. Each Acceding Company hereby agrees to become a party to and to be bound by the terms of the Debenture as a Company with immediate effect and so that the Debenture shall be read and construed for all purposes as if such Acceding Company had been an original party thereto in the capacity of a Company (but so that the security created consequent on such accession shall be created on the date hereof). Each Acceding Company hereby undertakes to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Company. In accordance with the foregoing, each Acceding Company now grants to the Lender the assignments, charges, mortgages and other security described in the Debenture as being granted, created or made by Companies thereunder, to the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession. The Debenture and this Deed shall be read as one to this extent and so that references in the Debenture to "this Debenture", "herein", and similar phrases shall be deemed to include this Deed.
6. The Parent, for itself and as agent for and on behalf of all other Companies under the Debenture, hereby agrees to all matters provided for herein.
7. This Deed, and all non-contractual disputes arising from or connected with this Deed, shall be governed by and construed in accordance with the laws of Ireland.
8. Section 75 of the Act shall not apply to this Deed.

FIRST SCHEDULE

(Acceding Companies)

| Name of Acceding Company | Company Number | Jurisdiction | Registered Address |
|---------------------------------|-----------------------|---------------------|--|
| Fortus Group Holdings Limited | 12293040 | England & Wales | 5 New Street Square, London EC4A 3TW |
| Fortus Holdings Limited | 727918 | Ireland | 15 Parkwest Road, Parkwest Industrial Park, Dublin 12, Dublin, Ireland |

SECOND SCHEDULE

Part I

(Registered and Unregistered Land)

None as of the date of this Deed.

Part II

(Plant and Equipment)

None as of the date of this Deed.

Part III

(Intellectual Property)

None as of the date of this Deed.

Part IV

(Accounts)

Blocked Accounts

None as of the date of this Deed.

Other Accounts

None as of the date of this Deed.

Part V
(Shares)

| Shareholder Name | Company Name | Shares Held | Entire Issued Share Capital |
|-------------------------------|------------------------------|--|--|
| Fortus Group Holdings Limited | Fortus Group Ireland Limited | <ul style="list-style-type: none"> - 1,713,640 ordinary shares of £0.01 each; - 1,003,600 A ordinary shares of £0.01 each; - 2,498,964 B ordinary shares of £0.01 each; - 1,013,273 C ordinary shares of £0.01 each; - 100 E ordinary shares of £0.01 each; - 10,000 F ordinary shares of £0.01 each; and - 100 G ordinary shares of £0.01 each | <ul style="list-style-type: none"> - 1,713,640 ordinary shares of £0.01 each; - 1,003,600 A ordinary shares of £0.01 each; - 2,498,964 B ordinary shares of £0.01 each; - 1,013,273 C ordinary shares of £0.01 each; - 100 E ordinary shares of £0.01 each; - 10,000 F ordinary shares of £0.01 each; and - 100 G ordinary shares of £0.01 each |

Part VI
(Material Contracts)

None as of the date of this Deed.

Part VII
(Insurances)

None as of the date of this Deed.

SIGNATORIES

THE ACCEDING COMPANIES

Executed as a deed by FORTUS GROUP HOLDINGS LIMITED

acting by Mark Brophy a director in the presence of: Director

[Redacted Signature]

9C912FED05F0477...

[Redacted Name]

Andrew Moran

Witness Name

[Redacted Address]

[Redacted Address]

Witness Address

Group Finance Director

Witness Occupation

SIGNED AND DELIVERED as a Deed for and on behalf of FORTUS HOLDINGS LIMITED by its lawfully appointed attorney Mark Brophy in the presence of:-

[Redacted Name]

[Redacted Signature]

9C912FED05F0477...

(Signature of Attorney)

Andrew Moran

(Witness' Name)

[Redacted Address]

(Witness' Address)

Group Finance Director

(Witness' Occupation)

THE PARENT

SIGNED AND DELIVERED as a Deed
for and on behalf of FORTUS GROUP IRELAND LIMITED
by its lawfully appointed attorney
Mark Brophy

in the presence of:-



Andrew Moran

(Witness' Name)



Group Finance Director

(Witness' Occupation)



9C912FED05F0477...

(Signature of Attorney)

THE LENDER

The Lender

ALLIED IRISH BANKS, P.L.C.

By:



MICK MURRAY



SUSAN O'HEERLHY