



Registration of a Charge

Company Name: **SYNCRO FIRE & SECURITY LIMITED**

Company Number: **06300306**



XCYO1IPS

Received for filing in Electronic Format on the: **11/03/2024**

Details of Charge

Date of creation: **08/03/2024**

Charge code: **0630 0306 0005**

Persons entitled: **TC LOANS LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **IRWIN MITCHELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6300306

Charge code: 0630 0306 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2024 and created by SYNCRO FIRE & SECURITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2024 .

Given at Companies House, Cardiff on 15th March 2024

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



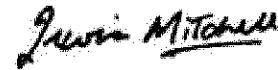
Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Execution Version

WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF THE
ORIGINAL DOCUMENT



IRWIN MITCHELL LLP

11/03/2024

DEED OF ACCESSION

THIS DEED is made on 8 March 2024

Between

- (1) The companies listed in Schedule 1 (each an “**Acceding Chargor**” and together the “**Acceding Chargors**”); and
- (2) **TC Loans Limited** as security trustee for the for the Secured Parties (the “**Security Agent**”).

Whereas

- (A) This Deed is supplemental to a debenture dated 8 March 2024 between Ranger Services Holdings Limited, Ignis Fire Protection Group Limited, Ignis Fire Protection Services Limited, Thornhill Global Limited and Amerex Fire International Limited as the Chargors and the Security Agent (the “**Debenture**”).
- (B) The Acceding Chargors have also entered into an Accession Deed to the Facilities Agreement dated 25 January 2024 as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of the Deed of Accession and by doing so appoint the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed and in addition:

“**Blocked Accounts**” means the blocked accounts specified in schedule 2, part 6 (*Blocked Accounts*) to this Deed.

“**Investments**” means all shares present and future held by the Acceding Chargors or their Subsidiaries including those listed in Schedule 2, part 2 (*Investments*) to this Deed.

“**Insurance Policies**”: means each of the insurance policies listed in schedule 2, part 5 (*Insurance Policies*) to this Deed.

“**Intellectual Property**” means:

- (a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered including, without limitation, the intellectual property rights (if any) specified in schedule 2, part 3 (*Intellectual Property*) of this Deed;

- (b) the benefit of all applications and rights to use such assets; and
- (c) all Related Rights.

“Material Contracts” means:

- (a) each of the agreements listed in schedule 2, part 4 (*Material Contracts*) of this Deed;
- (b) any other contract entered into by a Chargor that may from time to time be identified in writing by the Acceding Chargor and Security Agent as a Material Contract; and
- (c) all Related Rights.

“Other Accounts” means the other accounts specified in schedule 2, part 7 (*Other Accounts*) to this Deed.

“Real Property” means the property specified in schedule 2, part 1 (*Real Property*) to this Deed.

1.2 Interpretation

Clauses 1.2 (*Construction*), 1.4 (*Incorporation of Terms*) and 1.7 (*Subordination Deed*) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **“this Deed”** shall be construed as references to this Deed.

2 ACCESSION OF ACCEDING CHARGOR

2.1 Accession

The Acceding Chargors agree to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if they had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants that it will pay and discharge the Secured Liabilities to the Security Agent in accordance with the terms of the Finance Documents (or if they do not specify a time for payment, immediately on demand by the Security Agent).

2.3 Charges

Without prejudice to the generality of clause 2.1 (*Accession*) of this Deed, each Acceding Chargor with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Liabilities, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3.1 (*Fixed Charges*), 3.2 (*Security Assignment*), 3.3 (*Floating charges*) and 3.4 (*Qualifying floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (a) by way of first legal mortgage, its interest in the Real Property and all Related Rights;
- (b) by way of fixed charge, all of its rights, title and interest in and to all its Real Property now or at any time after the date of this Deed belonging to such Chargor (to the extent not validly and effectively charged by way of legal mortgage under clause 2.3(a) above), together with all Related Rights;
- (c) by way of fixed charge, all of its rights, title and interest from time to time in and to all Plant and Machinery and other fixtures and fittings attached to any Real Property and all Related Rights;
- (d) by way of fixed charge:
 - (i) all Blocked Accounts and all monies at any time standing to the credit of each Blocked Account;
 - (ii) all Other Accounts and all monies at any time standing to the credit of each Other Account; and
 - (iii) all other present and future bank accounts, cash at bank and credit balances of such Chargor with any bank, financial institution or other person at any time (not charged by clause 2.3(d)(i) or 2.3(d)(ii) and all Related Rights in respect of the same,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (e) by way of fixed charge, all of its rights, title and interest from time to time in and to all present and future Receivables and all Related Rights;
- (f) by way of fixed charge:
 - (i) all of its rights, title and interest from time to time in and to its Investments; and
 - (ii) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment;
- (g) by way of fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights;
- (h) by way of fixed charge, all of its rights, title and interest from time to time in and to any goodwill of such Chargor;

- (i) by way of fixed charge, the uncalled capital (no or at any time hereafter and from time to time) of such Chargor;
- (j) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 2.4 (*Security Assignment*);
- (k) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 2.4 (*Security Assignment*);
- (l) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them; and
- (m) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future.

2.4 **Security Assignment**

Each Chargor with full title guarantee assigns absolutely to the Security Agent as continuing security for the payment and discharge of the Secured Liabilities all of its rights, title, interest and benefit from time to time in and to:

- (a) the Material Contracts;
- (b) the Insurance Policies and the Insurance Proceeds; and
- (c) all Related Rights in respect of the above,

provided in each case that, until the Security constituted by this Deed becomes enforceable in accordance with clause 10.1 (*Enforcement*) of the Debenture each relevant Chargor shall be entitled to exercise all rights, remedies, any discretion or judgements, give any waivers or consents and to receive (and apply) all sums or other proceeds in relation to such Insurances Policies, Insurance Proceeds, Material Contracts, or Related Rights, subject to the terms of the Facilities Agreement.

2.5 **Floating Charges**

Each Chargor charges and agrees to charge by way of first floating charge and with full title guarantee all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge pursuant to clause 2.3 (*Charges*) or assigned pursuant to clause 2.4 (*Security Assignment*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,

((a) and (b) above together being the “**Floating Charge Property**”). The floating charge created pursuant to this clause 2.5 shall be deferred in point of priority to all fixed security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Liabilities.

2.6 **Qualifying Floating Charge**

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2.7 **Exclusions from fixed security**

(a) Leases

There shall be excluded from the fixed Security created by Clause 2.3 and 2.4 any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including the requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property subject to the relevant Chargor which is charging any such property using reasonable endeavours (for not less than a period of 15 Business Days) to obtain that third party's consent to charge those assets if requested to do so by the Security Agent.

(b) Intellectual Property

There shall be excluded from the fixed Security created by Clause 2.3 and 2.4 any Intellectual Property in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including the requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property subject to the relevant Chargor which is charging any such Intellectual Property using reasonable endeavours (for not less than a period of 15 Business Days) to obtain that third party's consent to charge that Intellectual Property if requested to do so by the Security Agent.

(c) Material Contracts

There shall be excluded from the fixed Security created by Clause 2.3 and 2.4 any Material Contract the terms of which either precludes absolutely or conditionally (including the requiring the consent of any third party) that Chargor from creating any charge over its interest in that Material Contract subject to the relevant Chargor which is charging any such Material Contract using reasonable endeavours (for not less than a period of 30 Business Days) to obtain that third party's consent to charge that Material Contract if requested to do so by the Security Agent.

(d) Insurance Policies

There shall be excluded from the fixed Security created by Clause 2.3 and 2.4 any Insurance Policy the terms of which either precludes absolutely or conditionally (including the requiring the consent of any third party) that Chargor from creating any charge over its interest in that Insurance Policy subject to the relevant Chargor which is charging any such Insurance Policy using reasonable endeavours (for not less than a period of 15 Business Days) to obtain that third party's consent to charge that Insurance Policy if requested to do so by the Security Agent.

3 NEGATIVE PLEDGE

3.1 Security

The Acceding Chargors shall not create or permit to subsist any Security over any of the Charged Property, other than Permitted Security.

3.2 Disposals

The Acceding Chargors shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than the Floating Charge Property in the ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to the Facilities Agreement.

4 CONSTRUCTION

Save as specifically varied in respect of the Acceding Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

5 GOVERNING LAW AND JURISDICTION

Clauses 26 (*Governing law*) and 27 (*Jurisdiction*) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

The Acceding Chargors

Name	Jurisdiction of incorporation	Registered number
Syncro Group Limited	England and Wales	10714506
Syncro Fire & Security Limited	England and Wales	06300306
Syncro CST Ltd	England and Wales	11781179

Schedule 2

Part 1 - Real Property

Part A
Registered Land

N/A at the date of this Deed

Part B
Unregistered Land

N/A at the date of this Deed

Part 2- Investments

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued Share Capital
Syncro Group Limited	Syncro Fire & Security Limited	Ordinary Shares of £1 each	1,000	£1,000 divided into 1 Ordinary Share of £1
Syncro Group Limited	Syncro CST Ltd	Ordinary Share of £1 each	1	£1 divided into 1 Ordinary Share of £1

Part 3- Intellectual Property

N/A at the date of this Deed

Part 4- Material Contracts

N/A at the date of this Deed

Part 5 – Insurance Policies

Chargor	Insurer	Policy Number
Syncro Group Limited	QBE UK Limited	Policy number [REDACTED]. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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Syncro Group Limited	Axa XL Insurance Company UK Limited (underlying insurer is QBE UK Limited)	Policy number <div></div> <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> <div></div> </div>
Syncro Fire & Security Limited	Allianz Insurance plc	Certificate number <div></div> <div></div> <div></div>

Part 6- Blocked Accounts

N/A at the date of this Deed

Part 7- Other Accounts


Account Holder	Account Number	Sort Code	Account Name	Account Bank and address
Syncro Group Limited	<div></div>	<div></div>	N/A	HSBC UK Bank Plc 11 Stamford New Road Cheshire Altrincham WA14 1BW
Syncro Fire & Security Limited	<div></div>	<div></div>	N/A	HSBC UK Bank Plc 11 Stamford New Road Cheshire Altrincham

				WA14 1BW
Syncro CST Ltd			N/A	HSBC UK Bank Plc 11 Stamford New Road Cheshire Altrincham WA14 1BW
Syncro CST Ltd			N/A	Royal Bank of Scotland Plc Silver Street Hull





EXECUTION CLAUSES TO THE DEED OF ACCESSION

THE ACCEDING CHARGORS


Executed as a deed by
SYNPRO GROUP LIMITED
acting by two directors
or
a director in the presence of:

.....
Director





.....
Director

Witness signature 
Witness name Mark Bridges
(block capitals)
Witness address 


Witness Occupation CEO

Executed as a deed by
SYNPRO FIRE & SECURITY LIMITED
acting by two directors
or
a director in the presence of:

 ...
Director

.....
Director

Witness signature 
Witness name Mark Bridges
(block capitals)
Witness address 


Witness Occupation CEO

Executed as a deed by

SYNCRO CST LTD

acting by two directors

or

a director in the presence of:

[Redacted Signature].....

Director

.....

Director

Witness signature [Redacted Signature].....

Witness name Mark Bridges.....
(block capitals)

Witness address [Redacted Address].....
[Redacted Address].....
[Redacted Address].....

Witness Occupation CEO.....

THE SECURITY AGENT

EXECUTED AS A DEED by **TC LOANS LIMITED** as)
Security Agent of the Secured Parties acting by)
two directors:)

..

Director

..

Director