



Registration of a Charge

Company name: **AMSYS LIMITED**

Company number: **02052274**



X8HIPXMG

Received for Electronic Filing: **04/11/2019**

Details of Charge

Date of creation: **23/10/2019**

Charge code: **0205 2274 0015**

Persons entitled: **FORTUNIS CAPITAL LIMITED**

Brief description: **ALL FREEHOLD AND LEASEHOLD PROPERTY LOCATED IN ENGLAND OR WALES OWNED BY AMSYS LIMITED OR IN WHICH IT HAS AN INTEREST ALL PATENTS, RIGHTS IN INVENTIONS, TRADE MARKS, SERVICE MARKS, DESIGNS, BUSINESS NAMES, DOMAIN NAMES, GEOGRAPHICAL INDICATIONS, COPYRIGHTS (INCLUDING RIGHTS IN COMPUTER SOFTWARE), REGISTERED DESIGNS, DESIGN RIGHTS, MORAL RIGHTS, DATABASE RIGHTS, RIGHTS IN CONFIDENTIAL INFORMATION AND KNOW HOW, TRADE NAMES, TRADE DRESS, FORMULAS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS, WHETHER REGISTERED OR UNREGISTERED AND INCLUDING ALL APPLICATIONS FOR AND THE RIGHT TO APPLY FOR THE SAME, AND ANY INTERESTS (INCLUDING BY WAY OF LICENCE OR COVENANT NOT TO SUE) WHICH MAY SUBSIST ANYWHERE IN THE WORLD**

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: **ALISTAIR HILL, TEMPLE BRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2052274

Charge code: 0205 2274 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2019 and created by AMSYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2019 .

Given at Companies House, Cardiff on 5th November 2019

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 Copy

DATED 28th October 2019

(1) Amsys Limited

(2) Fortunis Capital Limited

ALL MONIES DEBENTURE

THIS DEBENTURE is made the 23rd day of October 2019.

BETWEEN:

- (1) Amsys Limited a company registered in England and Wales under number 02052274 whose registered office is at Byron House, Lower Road, Kenley, Surrey, CR8 5NB ("Amsys").
- (2) Fortunis Capital Limited a company registered in England and Wales under number 11214602 whose registered office is at 33 St James Square, St. James's Square, London, SW1Y 4JS ("Fortunis").

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Debenture, unless the context otherwise requires, the following expressions have the following meanings:

"Book Debts"	means: <ol style="list-style-type: none">(a) all book and other debts in existence from time to time both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by Amsys; and(b) the benefit of all rights whatsoever relating to the debts referred to above;
"Business Day"	means a day other than a Saturday, Sunday or a public holiday on which banks are open for business in England;
"Charged Property"	means the whole or any part of the property, assets, income and undertaking of Amsys from time to time mortgaged or charged to Fortunis under this Debenture;
"Intellectual Property"	means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world;

"Permitted Security"	means: <ul style="list-style-type: none">(a) any security pursuant to this Debenture;(b) any netting or set-off arrangement entered into by Amsys in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;(c) any lien arising by operation of law and in the ordinary course of trading; and(d) any other Security to which Fortunis has given its prior written consent;
"Plant and Machinery"	means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of Amsys at the date of this Debenture or which became the property of Amsys after the date of this Debenture;
"Property"	means any freehold or leasehold property located in England or Wales owned by Amsys or in which it has an interest at any time;
"Receiver"	means any receiver, administrative receiver or receiver and manager appointed pursuant to this Debenture;
"Rights"	means all Amsys's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all Amsys' rights title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);
"Scheduled Property"	means, where applicable, the Property identified in Schedule 1 to this Debenture;
"Secured Liabilities"	means all monies, debts and liabilities from time to time due, owing, or incurred by Amsys to Fortunis whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and whether on any current or other account or in any other manner whatsoever;
"Security"	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect;

- "Shares"** means all stocks, shares, and other securities for the time being owned or held by Amsys (including, but not limited to, any shares in a Subsidiary) and all rights, interest and other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption exchange, purpose, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares previously described; and
- "Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

- 1.2 In this Debenture, unless the context otherwise requires:
- 1.2.1 the expressions 'Amsys' and 'Fortunis' where the context admits include their respective successors and permitted assigns whether immediate or derivative;
 - 1.2.2 terms defined in the Companies Act 2006 have the same meanings;
 - 1.2.3 reference to any statute or statutory provision includes a reference to:
 - 1.2.3.1 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated; and
 - 1.2.3.2 all statutory instruments or orders made pursuant to it;
 - 1.2.4 words denoting the singular shall include the plural and vice versa;
 - 1.2.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa;
 - 1.2.6 references to 'clauses' are to the clauses or sub-clauses of this Debenture and references to 'the Schedule' are to the schedule to this Debenture;
 - 1.2.7 clause headings do not form part of this Debenture but are for convenience only and shall not be taken into account in its construction or interpretation.

2. Execution

The parties intend that this Debenture takes effect as a Deed notwithstanding the fact that Fortunis may only execute this Debenture under hand or not at all.

3. Covenant to pay

Amsys shall pay on demand to Fortunis or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due in accordance with the terms upon which they are constituted.

4. Security

By way of continuing security in favour of Fortunis for the payment and discharge of the Secured Liabilities, Amsys with full title guarantee hereby charges to Fortunis the property and assets set out below in the manner set out below:

- 4.1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of this Debenture;

- 4.2 by way of fixed charge, the Property and all Rights relating to it not effectively mortgaged pursuant to clause 4.1;
- 4.3 by way of fixed charge, the Book Debts and all Amsys' rights, title, interest, and benefit in and to the Book Debts account;
- 4.4 by way of fixed charge, all the Intellectual Property owned, possessed or controlled by Amsys;
- 4.5 by way of fixed charge, the Plant and Machinery;
- 4.6 by way of fixed charge, the Shares;
- 4.7 by way of fixed charge, all the goodwill and uncalled capital for the time being of Amsys;
- 4.8 by way of floating charge, all the undertaking and present and future assets of Amsys wherever situate, whether movable, immovable, present or future other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Debenture in favour of Fortunis.

5. Qualifying Floating Charge

This Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by clause 4.8 of this Debenture.

6. Negative Pledge and Disposals

- 6.1 Amsys shall not create or permit to subsist any Security over any of its assets other than Permitted Security.
- 6.2 Without prejudice to any other restriction on disposals from time to time agreed between Fortunis and Amsys in any facility arrangement or otherwise, Amsys shall not, without the prior consent of Fortunis, convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of Fortunis.

7. Deposit of Documents and Title Deeds

Amsys shall deposit with Fortunis (and Fortunis during the continuance of this security may hold and retain):

- 7.1 all deeds and documents of title relating to the Property (if any);
- 7.2 all stock or share certificates or other documents of title to or representing the Shares (if any) together with such duly executed transfers or assignments with the name of the transferees, date and consideration left blank as Fortunis may require; and
- 7.3 all such deeds and documents of title (if any) relating to the Book Debts as Fortunis may from time to time specify.

8. Representations and Warranties

- 8.1 Amsys represents and warrants to Fortunis that:
 - 8.1.1 it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it falls to be charged under this Debenture and the rights of Amsys in respect of the Charged

Property are free from any Security of any kind other than Permitted Security; and

8.1.2 it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of Amsys' right, title and interest in and to the Charged Property, except in the ordinary course of its trade in respect of that part of the Charged Property which is (or was at the time of disposal) subject only to an uncrystallised floating charge in favour of Fortunis.

8.2 The representations and warranties set forth in this Clause 8 are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture.

9. Undertakings

9.1 The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Debenture.

9.2 Amsys shall comply with all obligations under any statute and all by-laws and regulations relating to the whole or any part of the Charged Property.

9.3 Amsys shall promptly provide to Fortunis whatever information, documents or papers relating to the Charged Property as Fortunis may from time to time request.

9.4 Amsys shall maintain insurance on or in relation to its business and assets (including, without limitation, the Scheduled Property) with underwriters and/or insurance companies of repute, and:

9.4.1 procure that the interest of Fortunis is noted on all its policies of insurance; and

9.4.2 immediately give notice to Fortunis of any occurrence which gives rise, or might give rise to a claim under any of its policies of insurance; and

9.4.3 shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if Fortunis in its discretion so requires, towards discharge of the Secured Liabilities.

9.5 Amsys shall at all times keep in good and substantial repair, working order and condition all the Charged Property and Plant and Machinery.

10. Enforcement

10.1 The Security constituted by this Debenture will be immediately enforceable when any of the Secured Liabilities are not paid and/or discharged by Amsys when due.

10.2 Amsys waives any right it may have of first requiring Fortunis to proceed against or enforce any other rights or Security or claim payment from any person before claiming from, or otherwise enforcing its rights against, Amsys under this Debenture.

10.3 Fortunis may (i) at any time after the Security created by this Debenture has become enforceable or (ii) following a request by Amsys:

- 10.3.1 sell, appropriate, realise or transfer (including to itself or any other person), all or any part of the Charged Property;
 - 10.3.2 exercise any of the rights, powers, authorities and discretions conferred on mortgagees, administrators or receivers by the Law of Property Act 1925 (as varied and extended by this Debenture), the Insolvency Act 1986, any other legislation or regulation or under this Debenture;
 - 10.3.3 appoint a Receiver to all or any part of the Charged Property;
 - 10.3.4 appoint an administrator in respect of Amsys and take any steps to do so;
 - 10.3.5 if permitted by law, appoint an administrative receiver in respect of Amsys; or
 - 10.3.6 take such further action as it sees fit to enforce all or any part of the Security created by this Debenture.
- 10.4 The power of sale or other disposal conferred on Fortunis, its nominee(s) and any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Debenture.

11. Receiver

- 11.1 At the request of Amsys or at any time after this Debenture has become enforceable, Fortunis may, subject as provided in clause 11.3 below, appoint by writing one or more persons as receiver and manager ('the Receiver') of all or any part of the Charged Property, upon such terms as to remuneration and otherwise as Fortunis shall think fit, and may from time to time in the same manner determine the Receiver's remuneration (which shall not be subject to the limitations contained in the Law of Property Act 1925 Section 109(6)) and remove any Receiver so appointed and appoint another in his place.
- 11.2 A Receiver so appointed shall be the agent of Amsys and Amsys shall be responsible for such Receiver's acts and defaults and for the Receiver's remuneration costs, charges and expenses to the exclusion of liability on the part of Fortunis.
- 11.3 Fortunis:
- 11.3.1 may not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and
 - 11.3.2 may not appoint an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act.
- 11.4 Powers and duties of Receiver
- A Receiver appointed under clause 11.1 above shall be entitled to exercise all powers conferred on a receiver by the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and by way of addition to and without limiting those powers such Receiver shall have the following powers (limited, in the case of a receiver appointed over part only of the Charged Property, to dealings with or in relation to the assets over which the Receiver is appointed):

- 11.4.1 to take possession of and get in the property charged by this Debenture;
- 11.4.2 to carry on or concur in carrying on the business of Amsys;
- 11.4.3 to sell or concur in selling any of the property charged by this Debenture or otherwise deal with such property on such terms in the interests of Fortunis as the Receiver shall think fit, including without limitation power to sell any such property released from the charges created by this Debenture;
- 11.4.4 to make any arrangement or compromise which the Receiver shall think expedient in the interests of Fortunis;
- 11.4.5 to make and effect all such repairs, improvements and insurances as the Receiver shall think fit and renew such of the plant, machinery and any other effects of Amsys as shall be worn out, lost or otherwise become unserviceable;
- 11.4.6 to appoint managers, accountants, servants, workmen and agents for the purposes referred to in this clause upon such terms as to remuneration or otherwise as the Receiver may determine; and
- 11.4.7 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers referred to in this clause and which the Receiver may or can lawfully do as agent for Amsys.

12. Application of proceeds

All amounts realised by Fortunis pursuant to this Debenture shall (subject to any prior ranking claims) be applied by Fortunis as follows:

- (a) in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by the Receiver of all or any of the powers referred to in clause 11.4 above, including the remuneration of the Receiver and all outgoings properly paid by the Receiver;
- (b) in or towards discharge of the Secured Liabilities in such order as Fortunis may in its discretion determine; and
- (c) any surplus shall be paid to Amsys or other person entitled.

13. Further Assurance

Amsys shall promptly do all such acts and execute all such documents as Fortunis may specify (and in such form as Fortunis may require) in favour of Fortunis or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Debenture or for the exercise of any rights, powers and remedies of Fortunis provided by or pursuant to this Debenture or by law;
- (b) to confer on Fortunis Security over any property and assets of Amsys located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
- (c) to facilitate the realisation of any of the Charged Property,

including, without limitation, the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to Fortunis or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, Fortunis may consider necessary or desirable.

14. Enforcement Costs

Amsys shall on demand pay to Fortunis the amount of all costs, fees and expenses (including legal fees) together with any associated VAT incurred by Fortunis in connection with the enforcement of or the preservation of any rights under this Debenture.

15. Release and Reassignment

Following the date on which Fortunis is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full Fortunis shall, at the request and cost of Amsys, take whatever action is necessary to release the Charged Property from the Security constituted by this Debenture.

16. Cumulative and Continuing Security

16.1 This Debenture is a continuing security to Fortunis regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.

16.2 The Security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which Fortunis may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security.

17. Payments and Withholding Taxes

Amsys shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between Amsys and Lender, except to the extent that Amsys is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to Fortunis an additional amount sufficient to ensure that the net amount

received by Fortunis after the required deduction or withholding be equal to the amount that Fortunis would have received had no deduction or withholding been made.

18. Appropriation

Fortunis may appropriate any payment or payments which Amsys makes to Fortunis towards satisfaction of any sums due under any accounts or agreements as Amsys has with Fortunis in any proportion as Fortunis sees fit.

19. Set-off

Amsys agrees Fortunis may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of Fortunis or of Amsys jointly with others and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

20. Security Power of Attorney

Amsys, by way of security for the performance of its obligations under this Debenture, irrevocably and severally appoints Fortunis, each Receiver and any of their delegates or sub-delegates to be its attorney (with full power of substitution) to execute any documents and do any acts and things that:

- (a) Amsys is required to execute and/or do under this Debenture;
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Debenture or by law on Fortunis, any Receiver or any of their delegates or sub-delegates.

Amsys ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 20 (*Security power of attorney*). Amsys agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

21. Assignment

- 21.1 Amsys may not assign, transfer, novate or dispose of any of its rights and obligations under this Debenture without the written consent of Fortunis.
- 21.2 Fortunis may assign, transfer, novate or dispose of all or any of its rights and obligations under this Debenture to any person and may disclose to such person any information relating to the Charged Property and Amsys as Fortunis shall consider necessary or desirable in connection with such assignment, transfer, novation or disposal.

22. Law of Property (Miscellaneous Provisions) Act 1989 - Incorporated Terms

The terms of the documents pursuant to which any of the Secured Liabilities are constituted and of any side letters relating to the Secured Liabilities are incorporated into this Debenture to the extent required for any purported disposition of any Charged Property to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

23. Waiver

No failure or delay or other relaxation or indulgence on the part of Fortunis to exercise

any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

24. Severability

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

25. Communications and Notices

25.1 All communications, demands and notices between the parties under or in connection with this Debenture shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by e-mail:

25.1.1 (in the case of communications to Fortunis) to its registered office or such changed address as shall be notified to Amsys by Fortunis; or

25.1.2 (in the case of the communications to Amsys) to the registered office of the addressee (if it is a company) or (in any other case) to any address of Amsys set out in any document pursuant to which any of the Secured Liabilities are constituted or such other address as shall be notified to Fortunis by Amsys.

25.2 Communications shall be deemed to have been received:

25.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

25.2.2 if delivered by hand, on the day of delivery; or

25.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

25.3 Communications addressed to Fortunis shall be marked for the attention of Justin MacRae.

26. Counterparts

This Debenture may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

27. Governing Law and Jurisdiction

This Debenture (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the law of England and Wales, and both parties agree to submit irrevocably to the exclusive jurisdiction of the English and Welsh courts.

IN WITNESS WHEREOF Amsys has executed this Debenture as a deed and Fortunis has executed this Debenture on the date written at the beginning of the Debenture.

Executed as deed by Amsys Limited acting by Derek Parlour, a director, in the presence of:



Execution Copy

.....
Witness Signature

Director

Witness Name: *LILIAN SMALL*
Witness Address: *TEMPLE BRIGHT LLP, 81 RIVINGTON STREET.*
Witness Occupation: *SOLICITOR*

Executed as deed by Fortunis Capital Limited acting by
Justin MacRae , a director, in the presence of:

.....
Witness Signature

Director

Witness Name: *LILIAN SMALL*
Witness Address: *TEMPLE BRIGHT LLP, 81 RIVINGTON STREET*
Witness Occupation: *SOLICITOR*

**SCHEDULE 1
SCHEDULED PROPERTY**

None