



Registration of a Charge

Company Name: **COUNTRYMAN DEFENCE LIMITED**

Company Number: **05528729**



XCWVDE0V

Received for filing in Electronic Format on the: **14/02/2024**

Details of Charge

Date of creation: **12/02/2024**

Charge code: **0552 8729 0002**

Persons entitled: **CONNECTION CAPITAL LLP AS THE SECURITY TRUSTEE**

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: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5528729

Charge code: 0552 8729 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2024 and created by COUNTRYMAN DEFENCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2024 .

Given at Companies House, Cardiff on 17th February 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**

Security Accession Deed

DATE 12 February 2024

PARTIES

- (1) **THE ENTITIES** listed in Schedule 1 to this accession deed (each an **Acceding Obligor** and together the **Acceding Obligors**); and
- (2) **CONNECTION CAPITAL LLP** a limited liability partnership incorporated and registered in England and Wales (registered number OC349617) whose registered office is at One Eleven Edmund Street, Birmingham B3 2HJ as security trustee for the Secured Parties (the **Security Trustee**).

INTRODUCTION

- (A) This accession deed is supplemental to a guarantee and debenture (the **Guarantee and Debenture**) dated 12 February 2024 between the Obligors named in that Guarantee and Debenture and the Security Trustee (as previously supplemented and amended by earlier Security Accession Deeds, if any).
- (B) This document is intended to take effect as a deed despite the fact the Security Trustee may only execute it under hand.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms defined in the Guarantee and Debenture (as defined above) have the same meaning in this accession deed unless expressly defined in this accession deed.
- 1.2 The provisions of clauses 1.2 to 1.8 (*Definitions and interpretation*) of the Guarantee and Debenture apply to this accession deed as though they were set out in full in this accession deed, except that references to 'this deed' will be construed as references to this accession deed.
- 1.3 The schedules to this accession deed form part of this accession deed as if set out in the body of this accession deed.
- 1.4 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Loan Note Document and of any side letters between any parties relating to any Loan Note Document are incorporated into this accession deed to the extent necessary to ensure that any disposition of property in this accession deed is valid under that section.
- 1.5 The Security Trustee holds the benefit of this deed and this Security on trust for the Secured Parties.

2. ACCESSION

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

3. GUARANTEE

Each Acceding Obligor irrevocably and unconditionally jointly and severally:

- 3.1 guarantees to the Security Trustee (on behalf of each Secured Party) punctual performance by each other Obligor of all its obligations under the Loan Note Documents;
- 3.2 undertakes with the Security Trustee (on behalf of each Secured Party) that whenever another Obligor does not pay any amount when due under or in connection with any Loan Note Document, it shall immediately on demand pay that amount as if it was the principal obligor; and
- 3.3 agrees with the Security Trustee (on behalf of each Secured Party) that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Trustee (on behalf of each Secured Party) immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not

paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Loan Note Document on the date when it would have been due.

4. **CREATION OF SECURITY**

4.1 **Covenant to pay**

Each Acceding Obligor covenants with the Security Trustee that it will pay or discharge on demand the Secured Liabilities.

4.2 **Fixed charges**

As a continuing security for the payment of the Secured Liabilities, each Acceding Obligor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by that Acceding Obligor or which it is from time to time interested:

- 4.2.1 by way of **first legal mortgage** all the freehold and leasehold property (if any) vested in or charged to that Acceding Obligor including any property specified in Schedule 2, together with all buildings and fixtures (including trade fixtures) at any time thereon;
- 4.2.2 by way of **first fixed charge** all other interests (not being charged by clause 4.2.1) in any freehold or leasehold property vested in or charged to that Acceding Obligor, the buildings and fixtures and fittings (including trade fixtures and fittings) at any time on or attached to such property;
- 4.2.3 by way of **first fixed charge** all proceeds of sale derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to any Property, the benefit of all covenants given in respect of any Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 4.2.4 by way of **first fixed charge** all Equipment and all spare parts, replacements, modifications and additions for or to that Equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- 4.2.5 by way of **first fixed charge** all its Subsidiary Shares;
- 4.2.6 by way of **first fixed charge** all other Securities;
- 4.2.7 by way of **first fixed charge** all rights and interests of that Acceding Obligor in, and claims under, the Insurances and all proceeds of such Insurances held by, or written in favour of, that Acceding Obligor or in which that Acceding Obligor is otherwise interested;
- 4.2.8 by way of **first fixed charge** all monies standing to the credit of that Acceding Obligor from time to time on any and all accounts with any bank, financial institution, or other person;
- 4.2.9 by way of **first fixed charge** all Intellectual Property;
- 4.2.10 by way of **first fixed charge** the benefit of all licences, consents, agreements and authorisations held or utilised by that Acceding Obligor in connection with its business or the use of any of its assets; and
- 4.2.11 by way of **first fixed charge** all the goodwill and uncalled capital of that Acceding Obligor.

4.3 **Assignment**

As a continuing security for the payment of the Secured Liabilities, each Acceding Obligor hereby, with full title guarantee, **assigns and agrees to assign** absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Security Trustee all the rights, title, interest and benefit of that Acceding Obligor in and to the Insurances (together with all proceeds of such Insurances).

4.4 **Floating charge**

As further continuing security for the payment of the Secured Liabilities, each Acceding Obligor hereby charges with full title guarantee in favour of the Security Trustee by way of **first floating charge** all its assets and undertaking whatsoever and wherever situated, both present and future, not effectively mortgaged, charged or assigned pursuant to the provisions of clause 4.2 and clause 4.3, including heritable property and all other property and assets in Scotland.

5. **NEGATIVE PLEDGE**

Each Acceding Obligor covenants with the Security Trustee that, during the continuance of the security created by this deed, it shall not without the prior written consent of the Security Trustee:

- 5.1 create, purport to create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; or
- 5.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

6. **REPRESENTATIONS AND WARRANTIES**

- 6.1 Each Acceding Obligor represents and warrants to the Security Trustee that:

6.1.1 **Status**

- (a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation; and
- (b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

6.1.2 **Authority**

it is empowered to enter into and perform its obligations contained in this deed and has taken all necessary action to authorise the execution, delivery and performance of this deed, to create the security to be constituted by this deed and to observe and perform its obligations under this deed;

6.1.3 **Binding obligations**

the obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations;

6.1.4 **Non-conflict with other obligations**

the entry into and performance by it of, and the transactions contemplated by, this deed and the granting of this deed and security constituted by this deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

6.1.5 **Securities**

it is the legal and beneficial owner of the Securities listed against its name in Schedule 3;

6.1.6 **Environmental matters**

- (a) it has complied with all Environmental Laws and Environmental Permits applicable to the Charged Assets and its business;
- (b) there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled

waste on, into or from any Charged Asset or any adjoining premises and no such substances or any controlled waste have been stored or disposed of on any Charged Asset or, so far as that Acceding Obligor is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws; and

- (c) it is not in breach of and has not incurred or become subject to any civil or criminal liability under any Environmental Laws or the terms of any Environmental Permit and it has not done anything or omitted to do anything which could result in any liability being imposed on the Security Trustee under any Environmental Law.

6.2 Matters represented

Each of the representations and warranties in clause 6.1 will be correct and complied with in all material respects at all times during the continuance of the security constituted by this deed.

7. INTENT

Without prejudice to the generality of clause 3 of the Guarantee and Debenture, each Acceding Obligor expressly confirms that it intends that the guarantee given under clause 3 of this accession deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Note Document and/or any facility or amount made available under any of the Loan Note Document for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

8. INCORPORATION INTO GUARANTEE AND DEBENTURE

This accession deed and the Guarantee and Debenture shall be read together as one instrument and references in the Guarantee and Debenture to 'this deed' are deemed to include this accession deed.

9. NOTICES

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Acceding Obligor for any communication or document to be made or delivered under or in connection with the Guarantee and Debenture (including this accession deed) is as listed in schedule 1 of this accession deed.

10. GOVERNING LAW

This accession deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

EXECUTED as a deed and delivered on the date stated at the beginning of this accession deed.

SCHEDULE 1 – ACCEDING OBLIGORS

Name	Place of Incorporation	Registered Number	Address details for service of notice under clause 9
Control Instruments Limited	England and Wales	05528680	Grangefield House Richardshaw Road, Pudsey, Leeds LS28 6QS
Countryman Defence Limited	England and Wales	05528729	Grangefield House Richardshaw Road, Pudsey, Leeds LS28 6QS
Newton Derby Limited	England and Wales	05485104	Grangefield House Richardshaw Road, Pudsey, Leeds LS28 6QS
R F Winder Electrical Limited	England and Wales	05485096	Grangefield House Richardshaw Road, Pudsey, Leeds LS28 6QS
Winder Power Holdings Limited	England and Wales	08240305	Grangefield House Richardshaw Road, Pudsey, Leeds LS28 6QS
Winder Power Limited	England and Wales	05446559	Grangefield House Richardshaw Road, Pudsey, Leeds LS28 6QS

SCHEDULE 2 – PROPERTY
INTENTIONALLY LEFT BLANK

SCHEDULE 3 – SUBSIDIARY SHARES

Obligor	Subsidiary	Number and Class of Shares
Winder Power Holdings Limited	Winder Power Limited	7,575,758 ordinary shares of £0.01 each
Winder Power Limited	Newton Derby Limited	1 ordinary share of £1.00
Winder Power Limited	RF Winder Electrical Limited	1 ordinary share of £1.00
Winder Power Limited	Countryman Defence Limited	1 ordinary share of £1.00
Winder Power Limited	Control Instruments Limited	1 ordinary share of £1.00

ACCEDING OBLIGORS

EXECUTED as a DEED by CONTROL)
INSTRUMENTS LIMITED acting by a)
director in the presence of:)

[Redacted Signature]
.....
Director

I confirm that the witness named below
was physically present when I signed this
deed

Witness Signature [Redacted]

Witness Name Joanne Bennett
(in BLOCK CAPITALS)

Address [Redacted]

I confirm that I was physically present
when the above signatory signed this
deed

Occupation Gardner

EXECUTED as a DEED by COUNTRYMAN)
DEFENCE LIMITED acting by a director in)
the presence of:)

[Redacted Signature]
.....
Director

I confirm that the witness named below
was physically present when I signed this
deed

Witness Signature [Redacted]

Witness Name Joanne Bennett
(in BLOCK CAPITALS)

Address [Redacted]

I confirm that I was physically present
when the above signatory signed this
deed

Occupation Gardner

EXECUTED as a **DEED** by **NEWTON**)
DERBY LIMITED acting by a director in the)
presence of:)

Witness Signature 

Witness Name
(in BLOCK CAPITALS) Joanne Bennett

Address 

Occupation Gardner


.....
Director

I confirm that the witness named below
was physically present when I signed this
deed

I confirm that I was physically present
when the above signatory signed this
deed

EXECUTED as a **DEED** by **R F WINDER**)
ELECTRICAL LIMITED acting by a director)
in the presence of:)

Witness Signature 

Witness Name
(in BLOCK CAPITALS) Joanne Bennett

Address 

Occupation Gardner


Director

I confirm that the witness named below
was physically present when I signed this
deed

I confirm that I was physically present
when the above signatory signed this
deed

EXECUTED as a **DEED** by **WINDER**)
POWER HOLDINGS LIMITED acting by a)
director in the presence of:)

[Redacted Signature]

Director

I confirm that the witness named below
was physically present when I signed
this deed

Witness Signature [Redacted Signature]

Witness Name Sarah Mill
(in BLOCK CAPITALS)

Address [Redacted Address]

I confirm that I was physically present
when the above signatory signed this
deed

Occupation Doctor

EXECUTED as a **DEED** by **WINDER**)
POWER LIMITED acting by a director in the)
presence of:)

[Redacted Signature]

Director

I confirm that the witness named below
was physically present when I signed
this deed

Witness Signature [Redacted Signature]

Witness Name Sarah Mill
(in BLOCK CAPITALS)

Address [Redacted Address]

I confirm that I was physically present
when the above signatory signed this
deed

Occupation Doctor

SECURITY TRUSTEE

EXECUTED and DELIVERED as a DEED by)
CONNECTION CAPITAL LLP acting by a)
member in the presence of:)

[Redacted Signature]

Member

I confirm that the witness named below
was physically present when I signed
this deed

Witness Signature

[Redacted Signature]

Witness Name

Chrissie Dale

Address

[Redacted Address]

I confirm that I was physically present
when the above signatory signed this
deed

Occupation

Planting Design