



Registration of a Charge

Company Name: **CFP COMPOSITES LIMITED**

Company Number: **06310205**



Received for filing in Electronic Format on the: **29/06/2022**

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Details of Charge

Date of creation: **28/06/2022**

Charge code: **0631 0205 0004**

Persons entitled: **DAEDALUS PARTNERS LLP**

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: **PHILIP LE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6310205

Charge code: 0631 0205 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2022 and created by CFP COMPOSITES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2022 .

Given at Companies House, Cardiff on 1st July 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**

28 June 2022

(1) CFP COMPOSITES LIMITED

(2) DAEDALUS PARTNERS LLP

Debenture

HUGH | JAMES
Understanding law, understanding you

THIS AGREEMENT is made on 28 June 2022

BETWEEN

- (1) **CFP COMPOSITES LIMITED** incorporated and registered in England and Wales with company number 06310205 whose registered office is at Units 3 - 5 Pedmore Road, Dudley, West Midlands, England, DY2 0RF (the “**Chargor**”); and
- (2) **DAEDALUS PARTNERS LLP** incorporated and registered in England and Wales with company number OC365551 whose registered office is at Seebeck House 1 Seebeck Place, Knowlhill, Milton Keynes, Buckinghamshire, United Kingdom, MK5 8FR (the “**Security Agent**”) as security trustee for the Secured Parties (as defined below).

1. DEFINITIONS AND INTERPRETATION

- 1.1 The defined terms set out in the Loan Agreement shall have the same meanings in this Deed unless the context requires otherwise or otherwise defined in this Deed. The following additional definitions shall also apply in this Deed:

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Event of Default means any of the events or circumstances listed as such in the Loan Agreement

Insurance Policies means each of the insurance policies now or in the future held by or otherwise benefiting the Chargor and any insurance policies that are effected to renew, substitute or replace any such insurance policies and “**Insurance Policy**” means any one of them

Loan Agreement means the loan agreement dated on or about the date of this Deed and between the Chargor (as borrower), Daedalus Partners LLP (company number OC365551) (as Agent) and the Lender (as defined therein) in respect of a secured Sterling term

	loan facility of a total principal amount of up to £550,000
LPA 1925	means the Law of Property Act 1925
Property	means the property described in Schedule 1
Receiver	means any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver
Relevant Contracts	means any material contract or agreement to which the Chargor is a counterparty
Rental Income	means all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Property
Secured Assets	means all of the present and future assets and undertaking of the Chargor which from time to time are the subject of any Security Interest created, or purported to be created, by or pursuant to this Deed
Secured Liabilities	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to any Secured Party under the Finance Documents, in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under any of the Finance Documents, together with all expenses and all interest
Secured Parties	means each Finance Party from time to time which is party to the Loan Agreement and any Receiver or

any delegate, agent, attorney or co-trustee appointed by the Security Agent

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 The following rules of interpretation shall apply:

- 1.2.1 words in the singular shall include the plural and words in the plural shall include the singular;
- 1.2.2 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.3 a reference to an agreement is a reference to that agreement as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.4 a reference to a person includes a natural person, company, limited liability partnership, firm, partnership, trust, joint venture, consortium or unincorporated body (whether or not having a separate legal personality);
- 1.2.5 a reference to a party shall include that party's successors, permitted assignees. This Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.7 a reference to an amendment includes a novation, supplement or variation (and amended shall be construed accordingly);
- 1.2.8 a reference to a disposal of any asset, undertaking or business includes a sale, lease, licence, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);

- 1.2.9 an Event of Default is continuing if it has not been remedied or waived by the Agent;
- 1.2.10 a reference to a clause or a Schedule is to a clause or Schedule of this Deed; and
- 1.2.11 a reference to Property means the property, or where there is more than one, each of the properties which is charged to the Security Agent under this Deed.
- 1.3 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.4 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any agreement or instrument constituting or evidencing the Secured Liabilities and of any side letters between any parties in relation to any such agreement or instrument are incorporated into this Deed.
- 1.5 If the Security Agent considers that an amount is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

2. COVENANT TO PAY

The Chargor covenants with the Security Agent that it shall, on demand by the Security Agent, pay and discharge all the Secured Liabilities when due.

3. SECURITY

As continuing security for the payment and discharge of the Secured Liabilities, the Chargor, with full title guarantee:

- 3.1 charges by way of legal mortgage all the freehold and leasehold property of the Chargor described in Schedule 1 (the Property) together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures;

- 3.2 charges by way of fixed charge:
- 3.2.1 all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor;
 - 3.2.2 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Chargor;
 - 3.2.3 all present and future estates, interests, rights and benefits belonging to or enuring to the Chargor under the terms of any lease granted in respect of the Property;
 - 3.2.4 all rents receivable from any lease granted out of any freehold and leasehold property of the Chargor;
 - 3.2.5 all its rights, proceeds, claims and premiums in each Insurance Policy;
 - 3.2.6 all the goodwill of any business or undertaking and uncalled capital of the Chargor present and future;
 - 3.2.7 all authorisations (statutory or otherwise) held;
 - 3.2.8 all the plant and machinery vehicles and computer equipment of the Chargor present and future and all associated warranties and maintenance contracts;
 - 3.2.9 all furniture furnishings equipment tools and other chattels of the Chargor present and future;
 - 3.2.10 all stocks, shares and other securities of the Chargor present and future and all income and rights derived from or attaching to the same;
 - 3.2.11 by way of fixed charge all intellectual property;
 - 3.2.12 by way of fixed charge all book debts and other debts of the Chargor present and future and the proceeds of payment or realisation of each of them;
- 3.3 charges by way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not subject to a fixed charge under this Deed;
- 3.4 assigns absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities to the satisfaction of the Security Agent:

- 3.4.1 all rental and other income and all debts, rights and claims now or in the future due or owing to the Chargor under or in connection with any lease, agreement or licence relating to its freehold or leasehold property;
- 3.4.2 all of the Chargor's present and future rights and claims against the lessees, sub-lessees or licensees of its freehold or leasehold property and all guarantors and sureties for the obligations of such lessees, sub-lessees or licensees;
- 3.4.3 the benefit of each of the present and future agreements, licences, options, contracts, guarantees, warranties, easements, agreements for lease, and any other document, in each case, entered into by the Chargor relating to the use, acquisition, exploitation, disposal of or dealings with any of its freehold or leasehold property;
- 3.4.4 all of the Chargor's rights and claims in relation to the Insurance Policies;
- 3.4.5 the Rental Income and the benefit of any guarantee or security in respect of the Rental Income; and
- 3.4.6 all of the Chargor's rights and claims in relation to the Relevant Contracts, provided that nothing in this clause 3 shall constitute the Security Agent as mortgagee in possession.

3.5 Notwithstanding the other terms of this clause 3, prior to this Deed becoming enforceable, the Chargor may continue to exercise all and any of its rights under and in connection with the Relevant Contracts or any of the other assets specified in clause 3.

3.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 If:

4.1.1 an Event of Default is continuing; or

4.1.2 the Security Agent, in its reasonable opinion:

(a) considers any floating charge asset 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; or

(b) considers it desirable to protect the priority of its Security Interest,

the Security Agent may, by written notice to the Chargor, convert the floating charge created at clause 3.3 into a fixed charge.

4.2 Any charge that has crystallised under clause 4.1 may by notice in writing (given at any time by the Security Agent), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

5. **NEGATIVE PLEDGE**

The Chargor shall not without the prior written consent of the Security Agent create or permit to subsist or arise any Security Interest on the Secured Assets or on any part of the Secured Assets, other than the Permitted Security.

6. **REPRESENTATIONS AND WARRANTIES**

6.1 The Chargor makes the representations and warranties set out below to and for the benefit of the Security Agent on the date of this Deed. The Chargor acknowledges that the Lenders make financing available to the Chargor in reliance on such representations and warranties:

6.1.1 it is a limited company or limited liability partnership (as applicable) duly incorporated and validly existing under the laws of England and Wales;

6.1.2 it has the corporate power to carry on its business as it is now being conducted and own its assets;

6.1.3 its obligations under this Deed are legal, valid, binding and enforceable;

6.1.4 the entry into, delivery and performance by it of this Deed, will not involve or result in a contravention of:

(a) its constitutional documents or, if applicable, the partnership agreement;

(b) any law or regulation applicable to it; or

(c) any contractual or other obligation or restriction that is binding on it or any of its assets;

6.1.5 it has taken the necessary corporate action to allow it to enter into, deliver and perform its obligations under this Deed and it does not exceed any limit on its powers in so doing;

6.1.6 all authorisations, consents and licences necessary to enable it to enter into, deliver and perform its obligations under this Deed and to enable it to conduct its business in its current form have been obtained;

6.1.7 this Deed creates the Security Interests that it purports to create and each such Security Interest constitutes a legal, valid and effective Security Interest with first ranking priority;

6.1.8 no Security Interest subsists over any of the Secured Assets except for the Security Interests created by or pursuant to this Deed and no person holds an interest in any of the Secured Assets other than the Security Agent under this Deed;

6.1.9 it is the sole legal and beneficial owner of all of the Secured Assets and has good and marketable title to them;

6.1.10 no third party consents are required to ensure the effective creation of the Security Interests envisaged by this Deed;

6.1.11 nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest over any of its Real Property which would have or be reasonably likely to have a material adverse effect on the value or use of its Property or any part of it; and

6.1.12 no facility necessary for the enjoyment and use of any of its Property is on terms entitling any person to terminate or curtail its use.

6.2 The representations set out above are deemed to be repeated by the Chargor by reference to the facts and circumstances then existing on each day during the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably discharged in full.

7. PROPERTY UNDERTAKINGS

7.1 The Chargor must:

- 7.1.1 keep the Property in good repair to the satisfaction of the Security Agent;
- 7.1.2 not do or omit to do anything which could devalue the Property or jeopardise the Property;
- 7.1.3 not sell, let or grant a licence or tenancy in respect of the Property, or any part of it (nor agree to do so), without the prior written consent of the Security Agent;
- 7.1.4 not agree to any change in the terms of such licence or tenancy, nor agree to its termination, nor to any assignment or under letting of it, without the prior written consent of the Security Agent;
- 7.1.5 comply with all applicable legal requirements, title burdens and conditions relating to the Property;
- 7.1.6 immediately inform the Security Agent of any notice or proposal given or made by any governmental agency, authority or other body which may adversely affect the value of the Property or which threatens the Security Agent's or the Chargor's interest in the Property;
- 7.1.7 not make any material or structural changes to the Property, or apply for or implement any planning or other permission from any third party for such changes, without the consent of the Security Agent;
- 7.1.8 not enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or any other similar statutory agreement, nor change the use of the Property, without the consent of the Security Agent;
- 7.1.9 ensure that the Property is insured at all times, with a reputable insurance company or reputable underwriters, in the name of the Chargor and, if requested by the Security Agent in writing, with the Security Agent as co-insured (or if co-insurance is not available, in the name of the Borrower with the Security Agent noted on the policy as first loss payee), against fire and all other usual risks to the full reinstatement value (including the cost of demolition and professional fees) and will immediately notify the Security Agent if the Property ceases to be insured for any reason;

- 7.1.10 if requested by the Security Agent in writing, to use reasonable endeavours to procure that the insurance required by clause 7.1.9 above will not be invalidated for failure to pay any premium due without the insurer first giving the Security Agent not less than 14 days' written notice;
 - 7.1.11 will, as soon as reasonably practicable following a prior written request from the Security Agent, deposit with the Security Agent, and the Security Agent will be entitled to retain and hold, all deeds and documents necessary to show good and marketable title to the Property;
 - 7.1.12 will as soon as reasonably practicable, upon our written request, produce a copy of every insurance policy relating to the Property as well as evidence of the payment of the necessary premiums.
- 7.2 All proceeds of insurance in respect of the Property will be used (at the discretion of the Security Agent) either in or towards reinstatement of the Property or in or towards repayment of any sums owed to the Security Agent in relation to the Secured Liabilities.
- 7.3 If any part of the Property is compulsorily purchased or is expropriated, any payment received will be used in or towards payment of monies due from the Chargor to the Security Agent.

8. UNDERTAKINGS

- 8.1 The Chargor must not without the previous consent of the Security Agent:
- 8.1.1 dispose of the property, assets and rights charged by clause 3.2;
 - 8.1.2 sell, give or share possession of, grant or agree to grant any interest, lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the property, assets and rights charged by clause 3.2;
 - 8.1.3 deal with its book debts and other debts otherwise than by collecting them in the ordinary course of business and in particular the Chargor will not realise its book debts and other debts by means of block discounting factoring;
 - 8.1.4 dispose of the property, assets and rights charged by clause 3.3 other than in the ordinary course of business;

- 8.1.5 do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Security Agent or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed; or
- 8.1.6 exercise any of its respective rights and powers in relation to any of the stocks shares and other securities charged by this Deed in any manner which could prejudice the effectiveness of, or the ability of the Security Agent to realise, the security created by or pursuant to this Deed.

9. POSITIVE UNDERTAKINGS

9.1 The Chargor must:

- 9.1.1 comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Secured Assets;
- 9.1.2 as soon as reasonably practicable, provide to the Security Agent whatever information, documents or papers relating to the Secured Assets as the Security Agent may from time to time request in writing;
- 9.1.3 inform the Security Agent promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in Property;
- 9.1.4 at all times keep in good and substantial repair and condition all the Secured Assets including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property;
- 9.1.5 permit the Security Agent, any Receiver and any person appointed by either of them to enter upon any premises of the Chargor and inspect any Property or Secured Asset during normal business hours upon reasonable prior notice;
- 9.1.6 promptly on becoming aware of the same, notify the Security Agent of:
 - (a) the occurrence of an Event of Default together with the steps being taken to remedy it (if applicable); and
 - (b) any breach of any covenant set out in this Deed; and

9.1.7 as so requested from time to time by the Security Agent in writing, give such notices of assignment or notices of charge as are specified by the Security Agent in relation to this Deed and the Chargor shall use reasonable endeavours to procure that each recipient of any such notice of assignment or notice of charge provides an acknowledgement to the Security Agent in a form that is satisfactory to the Security Agent within 5 Business Days.

10. PERFECTION OF SECURITY

10.1 The Chargor must, immediately following a written request from the Security Agent:

10.1.1 deposit with the Security Agent, all deeds, title documents, certificates and other documents constituting or evidencing title to each of the Secured Assets; and

10.1.2 deposit with the Security Agent any further deeds, title documents, certificates and other documents constituting or evidencing title to the Secured Assets, promptly upon coming into possession of any of them.

11. FURTHER ASSURANCE

The Chargor must, if requested by the Security Agent in writing, execute and deliver such documents and perform such acts as the Security Agent may reasonably require from time to time for the purpose of giving full effect to this Deed.

12. ENFORCEMENT

12.1 The Security Interests created by or pursuant to this Deed shall become immediately enforceable if an Event of Default occurs and is continuing.

12.2 After the Security Interests created by or pursuant to this Deed have become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Deed in any manner it sees fit.

13. APPOINTMENT OF A RECEIVER

13.1 Appointment of a Receiver

At any time:

13.1.1 after the Security Interests created by or pursuant to this Deed have become enforceable; or

13.1.2 if so, requested by the Chargor,

the Security Agent may appoint by writing any person to be a Receiver of all or any part of the Secured Assets.

13.2 Powers of Receivers joint and several

Where more than one Receiver is appointed, they shall have power to act separately unless the Security Agent in the appointment specifies to the contrary.

13.3 Remuneration of Receiver

The Security Agent may from time to time determine the remuneration of the Receiver and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

13.4 Power of the Security Agent to remove Receiver

The Security Agent may, subject to section 45 of the Insolvency Act 1986, remove the Receiver from the assets of which it is Receiver.

13.5 Further appointment

The appointment of a Receiver shall not preclude:

13.5.1 the Security Agent from making any subsequent appointment of a Receiver over all or any of the Secured Assets over which a Receiver has not previously been appointed or has ceased to act; or

13.5.2 a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with it.

13.6 Status of Receiver as agent

A Receiver shall be the agent of the Chargor and the Chargor shall be solely liable for the Receiver's acts, defaults and remuneration, unless and until the Chargor goes into liquidation, after which the Receiver shall act as principal and shall not become the agent of the Security Agent.

13.7 Limitation on Security Agent's liability

Neither the Security Agent nor any Receiver shall be liable:

13.7.1 for any loss, however caused, arising out of:

- (a) any sale or other disposal of any of the Secured Assets and whether or not a better price could or might have been obtained by deferring or advancing the date of such sale or other disposal; or
- (b) the exercise of or failure to exercise any of the Security Agent's powers under this Deed; or

13.7.2 to account as mortgagee in possession for any of the Secured Assets.

13.8 Section 109 of the LPA 1925

Section 109 of the LPA 1925 shall not apply to this Deed.

13.9 Relinquishing possession of a Secured Asset

If the Security Agent, any Receiver or delegate enters into or takes possession of the Secured Asset, it or he may at any time relinquish possession.

13.10 Conclusive discharge

The receipt of the Security Agent or any Receiver or its delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Asset or in making any acquisition in the exercise of their respective powers, the Security Agent, every Receiver and delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

14. POWERS OF RECEIVER

A Receiver shall have and be entitled to exercise in relation to the Chargor all the powers set out in Schedule I to the Insolvency Act 1986, and in particular, by way of addition and without limiting such powers, and without prejudice to the powers of the Security Agent, a Receiver shall have power either in its own name or in the name of the Chargor, to:

- 14.1 in connection with any sale or other disposition of the Secured Assets, receive the consideration for the sale in a lump sum or in instalments and to receive shares by way of consideration;

- 14.2 grant options and licences over all or any part of the Secured Assets, grant any other interest or right over, sell, assign or lease over all or any of the Secured Assets in respect of which he is appointed for such consideration and in such manner and generally on any terms and conditions that he thinks fit;
- 14.3 undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;
- 14.4 provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms and subject to any conditions that he thinks fit;
- 14.5 make, exercise or revoke any VAT option to tax that he thinks fit;
- 14.6 charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Security Agent may prescribe or agree with him;
- 14.7 collect and get in the Secured Assets or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights;
- 14.8 give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets;
- 14.9 make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient;
- 14.10 bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets that he thinks fit;
- 14.11 effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Deed;
- 14.12 exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986;

- 14.13 for any of the purposes authorised by this clause 14 or otherwise by this Deed, raise money by borrowing on such terms as the Receiver shall think fit;
- 14.14 redeem any prior Security Interest and settle the accounts to which the Security Interest relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver;
- 14.15 delegate his powers in accordance with this Deed;
- 14.16 do all other acts and things which it may consider desirable or necessary for realising any Secured Asset or incidental to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 14.17 exercise in relation to any of the Secured Assets all the powers, authorities and things which it would be capable of exercising if it was the absolute beneficial owner of the Secured Asset.

15. OTHER POWERS EXERCISABLE BY THE SECURITY AGENT

15.1 Security Agent may exercise Receiver's powers

All powers of a Receiver conferred by this Deed may be exercised by the Security Agent after the Security Interests created by or pursuant to this Deed have become enforceable, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

15.2 Security Agent may redeem prior security

The Security Agent may:

- 15.2.1 redeem that or any other prior Security Interest;
- 15.2.2 procure the transfer of that Security Interest to itself; and
- 15.2.3 settle and pass any account of the holder of any prior Security Interest.

16. POWERS OF SALE AND LEASING

16.1 Statutory power of sale to arise on execution

Section 103 of the LPA 1925 shall not apply to this Deed, but the statutory power of sale shall, as between the Security Agent and a purchaser from the Security Agent,

arise on, and be exercisable at any time after, the execution of this Deed. However, the Security Agent shall not exercise such power of sale until the Security Interests created by or pursuant to this Deed become enforceable, or a Receiver has been appointed, but this provision shall not affect a purchaser or require a purchaser to ask whether a demand or appointment has been made.

16.2 Power of the Security Agent to grant leases

16.2.1 The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent by virtue of this Deed shall be extended so as to authorise the Security Agent (whether in its own name or that of the Chargor) after the Security Interests created by or pursuant to this Deed have become enforceable, to grant leases at the Property on such terms and conditions as the Security Agent shall think fit.

16.2.2 The Chargor must not, in connection with the Property, exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the LPA 1925 or by common law without the Security Agent's prior written consent.

16.3 Security Agent may sever fixtures

The statutory power of sale exercisable by the Security Agent is extended so as to authorise the Security Agent to sever any fixtures from any Property and sell them separately.

17. POWER OF ATTORNEY

17.1 The Chargor, by way of security, irrevocably appoints the Security Agent (whether or not a Receiver has been appointed) and any Receiver separately, to be the attorney of the Chargor with full power to appoint substitutes and to delegate (on such terms that it thinks fit), for the Chargor in its name and on its behalf, and as its act and deed or otherwise, to execute, deliver and otherwise perfect any document, or perform any act:

17.1.1 that may be required of the Chargor under this Deed and that the Chargor has failed to do within 5 Business Days of being notified by the Security Agent that it is required; or

17.1.2 that may be deemed by the attorney necessary or desirable for any purpose of this Deed (including, after the Security Interests created by or pursuant to

this Deed have become enforceable, to transfer legal ownership of any of the Secured Assets).

17.2 Ratification

Without prejudice to the generality of clause 17.1, the Chargor covenants with the Security Agent and separately with any Receiver to ratify:

17.2.1 all transactions entered into by any attorney in the proper exercise of its powers in accordance with this Deed; and

17.2.2 all transactions entered into by any attorney in signing, sealing or delivering any deed, assurance or document, perfecting any Security Interest or performing any act, in each case in the proper exercise of its powers in accordance with this Deed.

18. PROTECTION OF THIRD PARTIES

No person (including a purchaser) dealing with the Security Agent or any Receiver or any of their respective nominees or agents, shall be concerned to enquire:

18.1 whether the Security Interests created by or pursuant to this Deed have become enforceable;

18.2 whether any Receiver is validly appointed or acting within its powers;

18.3 whether any power exercised or purported to be exercised has become exercisable;

18.4 whether any of the Secured Liabilities remain due;

18.5 as to the necessity or expediency of any stipulations or conditions subject to which the sale of any Secured Asset is made, or otherwise as to the propriety or regularity of the sale of any Secured Asset; or

18.6 how any money paid to the Security Agent or a Receiver, or their respective nominees or agents, is applied.

19. CONSOLIDATION OF MORTGAGES

The restrictions on consolidation of mortgages contained in section 93 of the LPA 1925 shall not apply to this Deed.

20. RIGHTS OF SECURITY AGENT OR RECEIVER TO REMEDY BREACH

If the Chargor defaults in its performance of any of the undertakings or other obligations in this Deed, the Security Agent or any Receiver may (but shall not be obliged to) do whatever may be necessary to rectify the default or protect the Security Agent's interest under this Deed (including, if applicable, entering the Property without becoming liable as mortgagee in possession) at the expense of the Chargor (on a full indemnity basis).

21. APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER

21.1 Application of recoveries

Any money received under this Deed shall, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

21.1.1 in payment of the remuneration of the Receiver and the costs of realisation incurred by the Security Agent and/or the Receiver including all costs, charges and expenses of or incidental to any exercise of any power conferred by this Deed;

21.1.2 in or towards the payment of any debts or other amounts which are by statute made payable in preference to the Secured Liabilities, to the extent that such debts or other amounts are made so payable;

21.1.3 in or towards satisfaction of the Secured Liabilities in such order as the Security Agent determines, in its absolute discretion; and

21.1.4 as to the surplus, if any, to the Chargor or to any other person or persons entitled to it,

and neither the Security Agent, any Receiver nor any delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

21.2 Credit to a suspense account

The Security Agent may, in its absolute discretion on or at any time or times after demand and pending the payment to the Security Agent of the whole of the Secured Liabilities, place and keep to the credit of an interest-bearing separate or suspense account any money received, recovered or realised by the Security Agent under or in connection with this Deed for so long and in such manner as the Security Agent may determine without any intermediate obligation on its part to apply the same or any part of such money in or towards the discharge of any of the Secured Liabilities.

22. DEFAULT INTEREST

If the Chargor fails to make any payment due under this Deed on its due date, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment) at a rate of 2% (two per cent) per annum and the Chargor undertakes to pay any such interest to the Security Agent immediately on demand by the Security Agent.

23. COSTS, EXPENSES AND INDEMNITY

23.1 The Chargor must, within 5 Business Days of written demand by the Security Agent, pay to the Security Agent all costs and expenses (including legal fees) (which must be reasonably and properly incurred in the case of the costs and expenses at clause 23.1.1) together with VAT on such amounts incurred by the Security Agent arising at any time in connection with:

23.1.1 the negotiation, preparation, execution or perfection of this Deed (or the Security Interests created by it);

23.1.2 responding to, considering or implementing any request for a consent, amendment or waiver to this Deed;

23.1.3 the occurrence of an Event of Default; and/or

23.1.4 the preservation and/or enforcement of any of the rights of the Security Agent under this Deed.

24. RETENTION AND SET-OFF

The Security Agent may retain any money standing to the credit of any of the Chargor's bank accounts with the Security Agent (in any currency) as cover for any of the Secured Liabilities and/or may at any time, without notice to the Chargor,

combine or consolidate all or any of such money with all or such part of the Secured Liabilities as the Security Agent may select, whether presently payable or not.

25. TRANSFERS

25.1 Right of Security Agent to transfer

The Security Agent may assign any of its rights under this Deed or transfer all or any of its rights or obligations under this Deed by novation or otherwise deal with its rights under this Deed in any other way.

25.2 No right of Chargor to transfer

The Chargor is not entitled to assign its rights or otherwise transfer all or any part of its rights or obligations under this Deed.

25.3 Disclosure

The Chargor irrevocably authorises the Security Agent to disclose any information concerning the Chargor, this Deed or the Secured Liabilities to:

25.3.1 any prospective assignee or transferee referred to in clause 25.1 and any other person considered by the Security Agent to be concerned in the prospective assignment or transfer; and

25.3.2 any person who, as part of the arrangements made in connection with any transaction referred to in clause 25.1, requires such information after the transaction has been effected.

26. NOTICES

26.1 Any notice or other communication (including, but not limited to, copies of any board minutes or resolutions relating to the Borrower) given to a party under or in connection with this Deed shall be:

26.1.1 in writing;

26.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and

26.1.3 sent to:

(a) the Borrower at:

Address: Units 3 - 5 Pedmore Road, Dudley, West Midlands,
England, DY2 0RF

Email: [REDACTED]

Attention: Simon Price, Managing Director

(b) the Security Agent at:

Address: Seebeck House 1 Seebeck Place, Knowlhill, Milton
Keynes, Buckinghamshire, United Kingdom, MK5 8FR

Email: [REDACTED]

Attention: Simon Emary or Ian Zant-Boer (as appropriate)

or to any other address as is notified in writing by one party to the other from time to time.

26.2 Any notice or other communication (including, but not limited to, copies of any board minutes or resolutions relating to the Borrower) given to a party under or in connection with this Deed shall be deemed to have been received:

26.2.1 if delivered by hand, at the time it is left at the relevant address;

26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

26.2.3 if sent by email, on the first Business Day after transmission.

26.3 A notice or other communication given as described in clause 26.2.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

27. REMEDIES AND WAIVERS

27.1 No failure, delay or omission by the Security Agent in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

- 27.2 No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 27.3 The Security Agent's rights, powers and remedies under this Deed are cumulative and they do not exclude any rights or remedies that arise by law.
- 27.4 Any release, waiver or discharge of the whole or any part of the Secured Liabilities or any consent, approval or waiver given by the Security Agent in relation to this Deed shall only be effective for that specific purpose and for the terms and conditions upon which it was granted.

28. CONTINUING AND ADDITIONAL SECURITY

- 28.1 This Deed is a continuing security for the Secured Liabilities in favour of the Security Agent and shall extend to cover the ultimate balance due at any time from the Chargor to the Secured Parties, notwithstanding any intermediate payment or settlement of account (whether in whole or in part) or any other matter whatsoever.
- 28.2 The Security Interests constituted by this Deed are in addition to and do not prejudice, nor are they in any way prejudiced by, any other Security Interest, guarantee or right of set-off, combination or other rights exercisable by any Secured Party against the Chargor or any Security Interest, guarantee, indemnity and/or negotiable instrument now or in the future held by any Secured Party.

29. OPENING OF NEW ACCOUNTS

- 29.1 If the Security Agent receives notice (whether actual or constructive) that the Chargor has created a Security Interest over any of the Secured Assets, the Security Agent may rule off the Chargor's account or accounts and open one or more new accounts with the Chargor.
- 29.2 If the Security Agent does not open any such new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and from that time, all payments made by the Chargor to the Security Agent shall be treated as having been credited to such new account or accounts and shall not operate to reduce the Secured Liabilities.

30. **PARTIAL INVALIDITY**

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

31. **COUNTERPARTS**

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

31.2 This document is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand.

32. **REGISTERED LAND**

The Chargor applies for the entry of the following restriction against the Chargor's title to the Property at the Land Registry and shall provide the Security Agent with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 202[•] in favour of [•] referred to in the charges register."

33. **LAW AND JURISDICTION**

This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

PROPERTY

[INTENTIONALLY LEFT BLANK]

The Chargor

Signed as a Deed by **CFP COMPOSITES LIMITED** acting by a director in the presence of:

}

[Redacted signature]

Witness's signature

[Redacted signature]

Name (in block capitals)

SAMANTHA LEWIS

Address

[Redacted address]

Occupation

The Security Agent

Signed by the Security Agent

[Redacted signature]