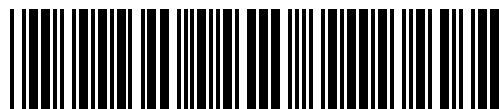




Registration of a Charge

Company Name: **CONTROL COMPONENTS HOLDINGS LTD**

Company Number: **14220293**



Received for filing in Electronic Format on the: **06/01/2023**

XBUN3XOI

Details of Charge

Date of creation: **03/01/2023**

Charge code: **1422 0293 0001**

Persons entitled: **CLIVE STUART DUCKER**

Brief description:

Contains fixed charge(s).

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: **ROBERT FLANNAGAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14220293

Charge code: 1422 0293 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2023 and created by CONTROL COMPONENTS HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2023 .

Given at Companies House, Cardiff on 9th January 2023

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**

DATED

3rd January

2023

CONTROL COMPONENTS HOLDINGS LTD (1)

CLIVE STUART DUCKER (2)

CHARGE OVER SHARES

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THIS DEED is made on the 3rd January 2023.

BETWEEN

- (1) **CONTROL COMPONENTS HOLDINGS LTD** incorporated and registered in England and Wales with company number 14220293 whose registered office is at Unit 3 Rothley Lodge Commercial Park, Loughborough Road, Rothley, Leicestershire, United Kingdom, LE7 7NL ("Chargor");
- (2) **CLIVE STUART DUCKER** of ("Charge Holder").

BACKGROUND

- (A) The Buyer is the wholly owned subsidiary of the Chargor.
- (B) The Buyer owes to the Charge Holder the Deferred Consideration (as defined in the SPA) which is payable on the Deferred Payment Dates in accordance with the terms of the SPA.
- (C) Under this deed, the Chargor provides security to the Charge Holder for the Buyer's obligation to pay the Deferred Consideration to the Charge Holder pursuant to the SPA.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the SPA shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Buyer	Control Components Incorporated Limited a company registered in England and Wales with company number 14516799.
Company	Control Components (Anglia) Limited a company registered in England and Wales with company number 01591390.
Delegate	any person appointed by the Charge Holder or any Receiver pursuant to clause 14, and any person appointed as attorney of the Charge Holder, Receiver or Delegate.
Event of Default	each of the events or circumstances set out in clause 9.1 to clause 9.6 of this deed.

Guarantors	means the (1) Chargor and (2) BPX Group Limited, a company incorporated and registered in England and Wales with company number 02929392 whose registered office is at Unit 3 Rothley Lodge Commercial Park, Loughborough Road, Rothley, Leicestershire, United Kingdom, LE7 7NL
Group	in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.
LPA 1925	the Law of Property Act 1925.
Permitted Security	any Security arising under or pursuant to: <ul style="list-style-type: none"> (a) the funding of any consideration or other sums payable pursuant to the SPA or the Buyer's purchase of the Sale Shares; (b) financing for the working capital of the Company, the Buyer or any other member of their Group, including (without limitation) invoice financing or asset financing; and (c) Security created or outstanding with the Charge Holder's prior written consent.
Receiver	a receiver or receiver and manager appointed by the Charge Holder under clause 12.
Related Rights	any: <ul style="list-style-type: none"> (a) dividend, interest or other distribution paid or payable in relation to any Share; and (b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.
Sale Shares	the entire issued share capital of the Company purchased by the Buyer from the Charge Holder pursuant to the SPA.
Secured Assets	all the assets, property and undertaking of the Chargor which are, or are expressed to be, subject to any Security created by, or pursuant to, this deed (and references to the

	Secured Assets shall include references to any part of them).
Secured Liabilities	the obligation of the Buyer to the Charge Holder to make payment of the Deferred Consideration in accordance with the SPA.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
Security Period	the period starting on the date of this deed and ending on the date on which the Charge Holder is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.
SPA	the agreement for the purchase of the Sale Shares by the Buyer from the Charge Holder dated on or around the date of this deed.
Shares	all of the shares in the share capital of the Buyer.

1.2 Interpretation

In this deed:

- 1.2.1 clause headings shall not affect the interpretation of this deed;
- 1.2.2 a **person** includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives;
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and 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;

- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause is to a clause of this deed;
- 1.2.12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Clawback**

If the Charge Holder considers that an amount paid by the Chargor in respect of the Secured Liabilities 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

2.1 Covenant to pay

The Chargor shall, on demand, pay to the Charge Holder and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 Fixed charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Charge Holder by way of a first fixed charge:

3.1.1 all the Shares owned by it; and

3.1.2 all Related Rights.

4. LIABILITY OF THE CHARGOR

4.1 Liability not discharged

The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Charge Holder that is or becomes wholly or partially illegal, void or unenforceable on any ground;

4.1.2 the Charge Holder renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission, that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

4.2 Immediate recourse

4.2.1 The Charge Holder shall seek recourse against the Guarantors in accordance with clause 12 of the SPA prior to enforcing this deed.

4.2.2 In the event that either Guarantor fails to make payment in accordance with clause 12 of the SPA, the Charge Holder may enforce this deed against the Chargor.

4.2.3 Subject to clause 4.2.1, the Chargor waives any right it may have to require the Charge Holder to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

5. REPRESENTATIONS AND WARRANTIES

5.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 5 to the Charge Holder on the date of this deed and the representations and warranties contained in clauses 5.2 to 5.8 (inclusive) are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 Shares

5.2.1 The Shares are fully paid and are not subject to any option to purchase or similar rights.

5.2.2 The Shares represent the whole of the issued share capital of the Buyer and no person has any option, warrant or other similar right to subscribe for any shares of the Buyer.

5.2.3 The Chargor is the sole legal and beneficial owner of the Shares.

5.2.4 The constitutional documents of the Buyer do not:

5.2.4.1 restrict or inhibit any transfer of the Shares on creation or enforcement of the security constituted by this deed; or

5.2.4.2 contain any rights of pre-emption.

5.2.5 The Chargor has complied with all notices relating to all or any of the Shares received by it pursuant to sections 790D and 790E of the Companies Act 2006.

5.2.6 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Shares.

5.3 No Security

The Secured Assets are free from any Security other than Permitted Security and the Security created by this deed.

5.4 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

Save in relation to Permitted Security, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation which materially and adversely affects the Secured Assets.

5.7 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

5.8 Enforceable security

This deed constitutes and will constitute legal, valid, binding and enforceable obligations of the Chargor, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

6. COVENANTS

6.1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of the Charge Holder:

6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed or any Permitted Security;

6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets;

6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party;

6.1.4 dispose of any material assets used or required for the operation of the business operated by the Company immediately prior to the date of this deed other than to the Buyer or otherwise in the ordinary course of business;

6.1.5 sell, transfer or otherwise dispose of, or grant any Encumbrance (other than any Permitted Security) over, any of the shares in the capital of the Company.

6.2 The Chargor shall procure that the Company and the Buyer shall also comply with clause 6.1.4.

6.3 Preservation of Secured Assets

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Charge Holder, or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.4 Compliance with laws and regulations

The Chargor shall comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of them or any part of them.

6.5 Enforcement of rights

The Chargor shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Charge Holder may require from time to time.

6.6 Notice of misrepresentations and breaches

The Chargor shall, promptly on becoming aware of any of the same, notify the Charge Holder in writing of:

6.6.1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.6.2 any breach of any covenant set out in this deed.

6.7 Nominations

6.7.1 The Chargor shall immediately terminate all nominations it may have made in respect of any Secured Asset and, pending such termination, procure that any person so nominated:

6.7.1.1 does not exercise any rights in respect of any Secured Asset without the prior written approval of the Charge Holder (save for the creation and implementation of Permitted Security); and

6.7.1.2 immediately upon receipt by it, forward to the Charge Holder all communications or other information received by it in respect of any Secured Asset for which it has been so nominated.

6.7.2 The Chargor shall not at any time during the Security Period exercise the right to nominate any person other than the Charge Holder to enjoy or exercise any right relating to any of the Secured Assets.

6.8 Pre-emption rights and restrictions on transfer

The Chargor shall:

6.8.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of the Buyer, for the transfer of the Secured Assets to the Charge Holder or its nominee, or to a purchaser (in each case) on enforcement of the security constituted by this deed; and

6.8.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of the Buyer in any manner that the Charge

Holder may require in order to permit the transfer of the Secured Assets to the Charge Holder or its nominee, or to a purchaser (in each case) on enforcement of the security constituted by this deed.

6.9 Calls and other obligations

- 6.9.1 Notwithstanding the security created by this deed, the Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.
- 6.9.2 If the Chargor fails to do so, the Charge Holder may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of the Chargor.
- 6.9.3 The Chargor shall, immediately on request by the Charge Holder, reimburse the Charge Holder for any payment made by it under this clause 6.9.
- 6.9.4 The Chargor shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Secured Assets.

6.10 Changes to rights

- 6.10.1 The Chargor shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- 6.10.2 The Chargor shall not cause or permit:
 - 6.10.2.1 any of the Secured Assets to be consolidated, sub-divided or converted; or
 - 6.10.2.2 any further shares in the share capital of the Buyer to be issued.

6.11 Compliance with requests for information

The Chargor shall promptly send a copy to the Charge Holder of, and comply with, all requests for information which is within its knowledge and which are made under any law or regulation or any similar provision in any articles of association or other constitutional document, or by any other authority, relating to any of the Secured Assets. If it fails to do so, the Charge Holder may elect to provide such information as it may have on behalf of the Chargor.

6.12 Information

The Chargor shall:

- 6.12.1 promptly following receipt, send to the Charge Holder copies of any notice, circular, report, accounts and any other document received by it that relates to the Secured Assets;

- 6.12.2 promptly notify the Charge Holder of any Permitted Security put in place with details of it and copy documents as requested by the Charge Holder; and
- 6.12.3 promptly notify the Charge Holder in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Charge Holder's prior approval, implement those proposals at its own expense.

7. VOTING RIGHTS AND DIVIDENDS

7.1 Voting rights and dividends - before enforcement

- 7.1.1 Before the security constituted by this deed becomes enforceable, the Chargor may exercise all voting and other rights and powers in respect of the Secured Assets provided that:
 - 7.1.1.1 it shall not do so in any way that would breach any provision of the SPA or this deed or for any purpose inconsistent with the SPA or this deed; and
 - 7.1.1.2 the exercise of, or failure to exercise, those voting rights or other rights and powers would not, in the Charge Holder's opinion, have an adverse effect on the value of any of the Secured Assets or otherwise prejudice the Charge Holder's security under this deed.
- 7.1.2 Before the security constituted by this deed becomes enforceable, the Chargor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Secured Assets.

7.2 Voting rights and dividends - following an Event of Default

After the security constituted by this deed has become enforceable, the Charge Holder may at its discretion (in the name of the Chargor and without any further consent or authority from the Chargor and irrespective of any direction given by the Chargor):

- 7.2.1 exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Chargor shall (in so far as it is lawfully able to) comply, or procure compliance, with any directions the Charge Holder may give in respect of the exercise of those voting and other rights and powers;
- 7.2.2 apply all dividends, interest or other monies paid or payable in respect of the Secured Assets in accordance with clause 15 and, if any such dividends, interest or other monies are received by or on behalf of the Chargor, the Chargor shall hold all such dividends, interest and other monies on trust for the Charge Holder and shall immediately pay them to the Charge Holder or as it may direct;

7.2.3 complete all instruments of transfer held by it in relation to the Secured Assets in favour of itself or such other person as it may select to have the Secured Assets transferred into its name or the name of its nominee or, as applicable, into an account in its own name or the name of its nominee; and

7.2.4 in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

8. POWERS OF THE CHARGE HOLDER

8.1 Power to remedy

8.1.1 The Charge Holder shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.

8.1.2 The Chargor irrevocably authorises the Charge Holder and its agents to do all things that are necessary or desirable for that purpose.

8.1.3 The Chargor shall reimburse the Charge Holder, on a full indemnity basis, for any monies the Charge Holder reasonably and properly expends in remedying a breach by the Chargor of its obligations contained in this deed, and such monies shall carry interest in accordance with clause 16.1.

8.2 Exercise of rights

8.2.1 The rights of the Charge Holder under clause 8.1 are without prejudice to any other rights of the Charge Holder under this deed.

8.2.2 The exercise of any rights of the Charge Holder under this deed shall not make the Charge Holder liable to account as a mortgagee in possession.

8.3 Charge Holder has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Charge Holder in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 Indulgence

The Charge Holder may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

9. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in clause 9.1 to clause 9.6 is an Event of Default.

9.1 **Non-payment**

The Buyer or the Chargor fails to pay the Deferred Consideration when due to the Charge Holder within 20 Business Days of the relevant due date under the terms of the SPA.

9.2 **Non-compliance**

The Chargor fails to comply with any provision of this agreement and (if the Charge Holder considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 5 Business Days of the earlier of:

9.2.1 the Charge Holder notifying the Chargor of the default and the remedy required; and

9.2.2 the Chargor becoming aware of the default.

9.3 **Misrepresentation**

Any representation, warranty or statement made, repeated or deemed made by the Chargor in clause 5 of this agreement is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

9.4 **Clause 3.6 of the SPA**

The Charge Holder becomes entitled to demand immediate payment of the Deferred Consideration (or the remaining balance thereof) pursuant to clause 3.6 of the SPA.

9.5 **Material Adverse Change**

There is a disposal of any material assets used or required for the operation of the business operated by the Company immediately prior to the date of this deed, other than a disposal to the Buyer or a disposal otherwise in the ordinary course of business or with the Charge Holder's prior written consent.

9.6 **Illegality**

The obligations of the Buyer and the Guarantors to pay the Deferred Consideration to the Charge Holder under the SPA in accordance with the terms of the SPA become invalid, illegal or unenforceable.

10. **WHEN SECURITY BECOMES ENFORCEABLE**

10.1 **Event of Default**

Subject strictly to clause 4.2, the security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

10.2 Discretion

After the security constituted by this deed has become enforceable, the Charge Holder may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

11. ENFORCEMENT OF SECURITY

11.1 General

11.1.1 Strictly for the purpose of all powers implied by LPA 1925, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

11.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 10.1.

11.1.3 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

11.2 Protection of third parties

No purchaser, mortgagee or other person dealing with the Charge Holder, any Receiver or any Delegate shall be concerned to enquire:

11.2.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

11.2.2 whether any power the Charge Holder, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

11.2.3 how any money paid to the Charge Holder, any Receiver or any Delegate is to be applied.

11.3 Privileges

Each Receiver and the Charge Holder is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

11.4 Exclusion of liability

Neither the Charge Holder, nor any Receiver or Delegate, shall be liable to the Chargor or any other person:

11.4.1 (by reason of entering into possession of a Secured Asset, or for any other reason) to account as mortgagee in possession in respect of all or any of the Secured Assets;

11.4.2 for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or

11.4.3 for any expense, loss or liability:

11.4.3.1 relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this deed; or

11.4.3.2 relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this deed; or

11.4.3.3 arising in any other way in connection with this deed

except that this does not exempt the Charge Holder or any Receiver or Delegate from liability for such losses caused by the gross negligence, fraud or wilful misconduct of the Charge Holder or the relevant Receiver or Delegate.

11.5 **Conclusive discharge to purchasers**

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

12. **RECEIVER**

12.1 **Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Charge Holder may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

12.2 **Removal**

The Charge Holder may, without further notice, from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 **Remuneration**

The Charge Holder may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

12.4 **Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Charge Holder under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

12.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Charge Holder despite any prior appointment in respect of all or any part of the Secured Assets.

12.6 Agent of the Chargor

Any Receiver appointed by the Charge Holder under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Charge Holder.

13. POWERS OF RECEIVER

13.1 General

13.1.1 Any Receiver appointed by the Charge Holder under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 13.2 to clause 13.14.

13.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.

13.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

13.1.4 Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Chargor, the directors of the Chargor or itself.

13.2 Employ personnel and advisers

13.2.1 A Receiver may 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 it thinks fit.

13.2.2 A Receiver may discharge any such person or any such person appointed by the Chargor.

13.3 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Charge Holder may prescribe or agree with it.

13.4 Possession

A Receiver may take immediate possession of, get in and realise any Secured Asset.

13.5 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

13.6 Valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

13.7 Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Chargor or relating in any way to any Secured Asset.

13.8 Legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

13.9 Subsidiaries

A Receiver may form a subsidiary of the Chargor and transfer to that subsidiary any Secured Asset.

13.10 Borrow

A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Charge Holder consents, terms under which that security ranks in priority to this deed).

13.11 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security 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.

13.12 Delegation

A Receiver may delegate its powers in accordance with this deed.

13.13 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

13.14 Incidental powers

A Receiver may do any other acts and things that it:

13.14.1 may consider desirable or necessary for realising any of the Secured Assets;

13.14.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

13.14.3 lawfully may or can do as agent for the Chargor.

14. DELEGATION

14.1 Delegation

The Charge Holder or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 18.1).

14.2 Terms

The Charge Holder and each Receiver may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.

14.3 Liability

Neither the Charge Holder nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability of any nature arising from any act, default, omission or misconduct on the part of any Delegate.

15. APPLICATION OF PROCEEDS

15.1 Order of application of proceeds

All monies received or recovered by the Charge Holder, a Receiver or a Delegate under this deed or in connection with the realisation or enforcement of all or part of the security

constituted by this deed, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Charge Holder's right to recover any shortfall from the Chargor):

15.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Charge Holder (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

15.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Charge Holder determines; and

15.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

15.2 **Appropriation**

Neither the Charge Holder, 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.

15.3 **Suspense account**

All monies received by the Charge Holder, a Receiver or a Delegate under this deed:

15.3.1 may, at the discretion of the Charge Holder, Receiver or Delegate, be credited to any suspense or securities realised account;

15.3.2 shall bear interest, if any, at the rate agreed in writing between the Charge Holder and the Chargor; and

15.3.3 may be held in that account for so long as the Charge Holder, Receiver or Delegate thinks fit.

16. **COSTS AND INDEMNITY**

16.1 **Costs**

The Chargor shall, promptly on demand, pay to, or reimburse, the Charge Holder and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, reasonable legal, printing and out-of-pocket expenses) incurred by the Charge Holder, any Receiver or any Delegate in connection with:

16.1.1 the Secured Assets (only to the extent that such costs, charges, expenses, taxes and liabilities arise after the security constituted by this deed has become enforceable);

- 16.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Charge Holder's, a Receiver's or a Delegate's rights under this deed;
- 16.1.3 any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) under or in connection with this deed; or
- 16.1.4 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment) at the rate and in the manner specified in the SPA.

16.2 **Indemnity**

- 16.2.1 The Chargor shall, promptly on demand, indemnify the Charge Holder, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
 - 16.2.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
 - 16.2.1.2 taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) the security constituted by this deed; or
 - 16.2.1.3 any default or delay by the Chargor in performing any of its obligations under this deed.
- 16.2.2 Any past or present employee or agent may enforce the terms of this clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

17. **FURTHER ASSURANCE**

17.1 **Further assurance**

The Chargor shall promptly, at the Charge Holder's expense, take whatever action the Charge Holder or any Receiver may reasonably require for:

- 17.1.1 protecting the security created or intended to be created by this deed;

- 17.1.2 facilitating the realisation of any of the Secured Assets in accordance with the terms of this deed; or
- 17.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Charge Holder or any Receiver arising under this deed in respect of any of the Secured Assets,

including but without limitation, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Charge Holder 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, the Charge Holder may reasonably consider necessary or desirable.

18. POWER OF ATTORNEY

18.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Charge Holder, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 18.1.1 the Chargor is required to execute and do under this deed; or
- 18.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Charge Holder, any Receiver or any Delegate,

in each case, exercisable only following an Event of Default whilst that Event of Default is continuing.

18.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 18.1.

19. RELEASE

Subject to clause 25.3, at the end of the Security Period, the Charge Holder shall, at the request and cost of the Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

20. ASSIGNMENT AND TRANSFER

- 20.1 Subject to clause 20.2, neither party may assign any of its rights, or transfer any of its rights or obligations, under this deed or enter into any transaction which would result in any of those rights or obligations passing to another person.

- 20.2 In the event of the Charge Holder's death, the Charge Holder (or his personal representatives) may assign any of its rights or transfer any of its rights and obligations under this deed to his personal representatives, administrators, executors (as applicable) and/or beneficiaries.

21. AMENDMENTS, WAIVERS AND CONSENTS

21.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

21.2 Waivers and consents

21.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

21.2.2 A failure by the Charge Holder to exercise or delay by it in exercising any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Charge Holder shall be effective unless it is in writing.

21.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

22. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

23. COUNTERPARTS

23.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of a "wet-ink" counterpart of this Agreement. If this method of transmission is

adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet-ink" copy original of their counterpart.

23.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

24. **THIRD PARTY RIGHTS**

24.1 **Third party rights**

24.1.1 Except as expressly provided in clause 16.2, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed.

24.1.2 Notwithstanding any term of this deed, the consent of any person who is not a party to this deed is not required to rescind or vary this deed at any time.

25. **FURTHER PROVISIONS**

25.1 **Independent security**

This deed shall be in addition to, and independent of, any other security or guarantee that the Charge Holder may hold for any of the Secured Liabilities at any time. No prior security held by the Charge Holder over the whole or any part of the Secured Assets shall merge in the security created by this deed.

25.2 **Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Charge Holder discharges this deed in writing.

25.3 **Discharge conditional**

Any release, discharge or settlement between the Chargor and the Charge Holder shall be conditional on no payment or security received by the Charge Holder in respect of the Secured Liabilities being avoided, reduced, set aside or ordered to be refunded under any law relating to insolvency, bankruptcy, winding up, administration, receivership or for any other reason. Despite any such release, discharge or settlement:

25.3.1 the Charge Holder or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Charge Holder deems necessary to provide the Charge Holder with security against any such avoidance, reduction or order for refund; and

25.3.2 the Charge Holder may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

25.4 **Certificates**

Any certification or determination by the Charge Holder of any rate or amount under this deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

26. **NOTICES**

26.1 **Delivery**

Any notice or other communication given to a party under or in connection with this deed shall be given in accordance with clause 20 of the SPA mutatis mutandis.

27. **GOVERNING LAW AND JURISDICTION.**

27.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

27.3 The Chargor irrevocably consents to any process in any legal action or proceedings under clause 27.1 and 27.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

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

Execution

Executed as deed by **CONTROL COMPONENTS HOLDINGS LTD** acting by a director, in the presence of:

~~Anthony Guy Collins~~

Director Signature

SIGNATURE OF WITNESS:

Anthony Guy Collins

NAME: Alex Clifton

Director Name

ADDRESS: 1 Smith Way, Grove Court, Leicester
LE19 1SX

OCCUPATION OF WITNESS: Solicitor

Executed as deed by **CLIVE STUART DUCKER** in the presence of:

.....

Clive Stuart Ducker

.....

SIGNATURE OF WITNESS:

NAME:

ADDRESS:

OCCUPATION OF WITNESS:

Execution

Executed as deed by **CONTROL COMPONENTS HOLDINGS LTD** acting by a director, in the presence of:

.....

Director Signature

SIGNATURE OF WITNESS:

NAME:

.....

Director Name

ADDRESS:

OCCUPATION OF WITNESS:

Executed as deed by **CLIVE STUART DUCKER** in the presence of:

Clive Stuart Ducker

.....

SIGNATURE OF WITNESS

NAME:

ADDRESS:

OCCUPATION OF WITNESS:

Georgina Adams

Birketts LLP (Norwich)
Kingfisher House
1 Gilders Way
Norwich NR3 1UB