



Registration of a Charge

Company name: **CALLA LILY PERSONAL CARE LTD**

Company number: **03502936**



X7CYSWT7

Received for Electronic Filing: **23/08/2018**

Details of Charge

Date of creation: **06/08/2018**

Charge code: **0350 2936 0002**

Persons entitled: **INNOVATE UK LOANS LIMITED**

Brief description: **HIGH-SPEED PRODUCTION MACHINERY FOR THE PRODUCTION OF TAMPLINERS. ANY FINISHED MODULES AND ANY COMPONENTS AND MATERIALS ACQUIRED WITH A VIEW TO BUILDING OR ASSEMBLING THOSE MODULES PRIOR TO THEIR COMING INTO USE. INCLUDING, BUT NOT LIMITED TO: ☐ SHEATH HANDLING AND INVERSION INVESTIGATION: FRAME AND GUARDS, UNWIND/REWIND AND WASTE ASSEMBLIES, WEB TENSION CONTROL UNIT AND CONTROLLER SYSTEM. ☐ INDEXING TABLE, WELDING ELEMENTS, HEATER UNIT/S, TAMPON AND STRING INSERTION STATION, FRAME AND GUARDS AND CONTROL SYSTEM. ☐ DIGITAL NONWOVEN MICROMETER WITH LINEAR ENCODER. ☐ GAS PERMEABILITY TESTER. ☐ AUTO TENSILE TESTER.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JOSHUA SHEPPARD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3502936

Charge code: 0350 2936 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2018 and created by CALLA LILY PERSONAL CARE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd August 2018 .

Given at Companies House, Cardiff on 28th August 2018

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

CHARGE OVER SPECIFIC ASSETS (EQUIPMENT) – COMPANY

Private & Confidential

CALLA LILY PERSONAL CARE LTD

Company Number: 03502936
Registered Address: 10 Rose & Crown Yard
King Street
London
SW1Y 6RE

INNOVATE UK LOANS LIMITED

Company Number: 11220957
Polaris House, North Star Avenue,
Swindon, Wiltshire SN2 1FL
Email: catrin.dilloway@innovateuk.gov.uk

Date:

06/08/2018

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED WITHOUT ANY LIMIT ON YOUR LIABILITY.

PARTIES

Borrower	CALLA LILY PERSONAL CARE LTD (Registered Number: 03502936) whose registered address is 10 Rose & Crown Yard, King Street, London SW1Y 6RE
Lender	INNOVATE UK LOANS LIMITED (Registered Number: 11220957) whose registered address is Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL

Terms defined in the Agreement (defined below) shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions have the following meanings in this Deed:

GENERAL DEFINITIONS

Agreement	The loan agreement issued on 31 st July 2018 between the Lender and the Borrower for the provision of the loan facility secured by this Deed.
Business Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Borrower's Obligations	All the Borrower's liabilities to the Lender of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including any charges and Interest and Expenses under this Deed.
Charged Assets	The whole and any part of the assets of the Borrower (including the Specific Assets, agreements, instruments and rights) charged or assigned by Clause 1.
Encumbrance	Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other encumbrance or security interest of any kind, or other preferential arrangement having similar effect.

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Event of Default	As defined in the Agreement.
Expenses	All expenses reasonably and properly incurred by the Lender or any Receiver at any time in connection with the Charged Assets or the Borrower's Obligations or in taking or perfecting this Deed or in preserving, defending or enforcing the security created by it or in exercising any power under this Deed or otherwise with Interest from the date they are incurred.
Interest	Interest at the rate(s) charged to the Borrower by the Lender from time to time.
Receiver	A receiver, receiver and manager or administrative receiver of any or all of the Charged Assets appointed by the Lender under Clause 7.
Specific Assets	The assets identified at Schedule 1.

INTERPRETATION
Clause headings shall not affect the interpretation of this Deed.
Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
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.
A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
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, novated, transferred, re-enacted, supplemented or varied (in each case, other than in breach of the provisions of this Deed) from time to time.
A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
References to the " Charged Assets " include any part of it.
Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select.
The parties acknowledge that in the event there are any inconsistencies between the provisions of this Deed and the provisions of the Agreement, the Agreement shall prevail.

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1 CHARGE

1.1 Covenant to Pay and Grant of Security

The Borrower covenants to pay on demand the Borrower's Obligations when they become due and as a continuing security for such payment and discharge and with full title guarantee charges to the Lender:

- (a) by way of fixed charge all equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower (present and future), including any part of it and all spare parts, replacements, modifications and additions not regularly disposed of in the ordinary course of business, including all Specific Assets;
- (b) by way of fixed charge all agreements, instruments and rights relating to the Charged Assets, to the extent not effectively assigned under Clause 1.2; and
- (c) by way of fixed charge the benefits of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Borrower (present and future) in connection with its business or the use of any of its assets;

1.2 Assignment

- (a) As a continuing security for the payment and discharge of the Borrower's Obligations, to the extent not effectively charged under Clause 1.1, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Borrower's Obligations the benefit of all other agreements, instruments and rights relating to the Charged Assets.
- (b) As a continuing security for the payment and discharge of the Borrower's Obligations, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Borrower's Obligations all its rights in each insurance policy including all claims, the proceeds of all claims and all returns of premium in connection with each insurance policy relating to the Charged Assets.

2 RESTRICTIONS

2.1 Negative Pledge and Disposals

The Borrower will not without the previous written consent of the Lender:

- (a) create, purport to create or permit to subsist any mortgage charge, lien or other Encumbrance on the Charged Assets other than any Encumbrance created by this Deed;
- (b) dispose of the Charged Assets charged by Clause 1; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party.

3 LIABILITY OF THE BORROWER

3.1 Liability not Discharged

The Borrower's liability under this Deed in respect of any of the Borrower's Obligations shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

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- (b) the Lender 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
- (c) any other act or omission that, but for this Clause 3.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

3.2 Immediate Recourse

The Borrower waives any right it may have to require the Lender 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 Borrower.

4 INSURANCE

4.1 Obligation to Insure

The Borrower will keep in a good condition and comprehensively insured, where appropriate for the proper protection of the business and the assets pledged by the Borrower, each of the Charged Assets. In default the Lender may enter and carry out repairs or effect such insurance (without becoming liable to account as mortgagee in possession).

4.2 Application of Proceeds

The Borrower will hold in trust for the Lender all money received under any insurance of the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in, or towards, discharge of the Borrower's Obligations.

5 COVENANTS

5.1 Deposit of Deeds

The Borrower will promptly on request by the Lender deposit with the Lender all insurance policies (or where the Lender agrees copies of them), deeds and documents of title relating to the Charged Assets.

5.2 Notices to be given by the Borrower

- (a) Immediately upon the execution of this Deed, the Borrower shall:
 - (i) give notice to the relevant insurers of the assignment of the Borrower's rights and interest in, and under, each insurance policy (including the proceeds of any claims under that insurance policy) pursuant to Clause 1.2(b) and procure that each addressee of any such notice promptly provides and acknowledgement of the Lender's interest to the Lender; and
 - (ii) give notice to the other parties to each agreement, instrument and/or right of the assignment of the Borrower's rights and interest in and under such agreements, instruments and/or rights pursuant to Clause 1.2(a) and procure that each addressee of any such notice promptly provides and acknowledgement of the Lender's interest to the Lender.
- (b) The Borrower shall obtain the Lender's prior approval of the form of any notice to acknowledgement to be used under this Clause 5.2.

5.3 Affixing of Notice

The Borrower:

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- (a) shall, if required by the Lender, promptly affix to and maintain on each of the Specific Assets a suitably prominent and a clearly legible notice or identification plate stating that each Specific Asset is subject to a fixed security in favour of the Lender; and
- (b) shall not, and shall not permit any person to conceal, obscure, alter or remove any plate affixed in accordance with Clause 5.3(a).

5.4 Landlord Waiver

The Borrower shall, if required by the Lender, in the case of any Secured Assets located on leasehold premises, obtain evidence in writing from any lessor of such premises that it waives absolutely all and any rights it may have now or at any time over any such Secured Assets.

5.5 Conduct of Business

The Borrower covenants with and undertakes to the Lender to conduct and carry on the Project/Agreement and/or its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of the Project and/or its business as defined in the Agreement.

5.6 State of Repair

The Borrower covenants with and undertakes to the Lender to keep all fixed and moveable plant, machinery, fixtures, fittings, vehicles, computers and other equipment forming part of the Charged Assets in a good state of repair and in good working order and condition.

5.7 Compliance with Obligations

The Borrower covenants with and undertakes to the Lender to comply with all the obligations on the part of the Borrower in respect of the Charged Assets, whether express or implied.

5.8 Compliance with Laws

The Borrower covenants with and undertakes to the Lender to comply in all material respects with the terms of all applicable laws, including common law, statute and subordinate legislation, European Union Regulations and Directives and judgements and decisions of any court or authority competent to make such judgement or decision compliance with which is mandatory for the Borrower.

6 POWERS OF THE LENDER

6.1 Leases

The Lender may without restriction grant or accept surrenders of leases of the Borrower's freehold and leasehold property or any part of it.

6.2 Law of Property Act 1925

- (a) Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed.
- (b) Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.

6.3 Lender has Receiver's Powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Charged Assets whether or not it has

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taken possession of any Charged Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

6.4 Appointments

The Lender may under the hand of any official or manager or by deed appoint a Receiver of all or any part of the Charged Assets either immediately or at any time after the security constituted by this Deed becomes enforceable:

- (a) a request from the Borrower for such appointment; or
- (b) the Borrower's failure to make payment in full of all or any of the Borrower's Obligations following a demand for payment from the Lender; or
- (c) the presentation of a petition for an administration order to be made in respect of the Borrower; or
- (d) the receipt by the Lender of written notice of the intention of the Borrower, its shareholders, its directors or any third parties, or if the Borrower is a Limited Liability Partnership any of its members or any third parties, to appoint an administrator in relation to the Borrower.

6.5 Remuneration

The Lender may fix and pay the fees of the Receiver but any Receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts and defaults.

6.6 No liability to Account

The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender.

6.7 New Accounts

- (a) If the Lender receives, or is deemed to have received, notice of any subsequent security, or other interest, affecting all or part of the Charges Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Borrower's Obligations.
- (b) If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under Clause 6.7(a), then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Borrower's Obligations, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

6.8 Set Off

- (a) In addition to any lien or right to which the Lender may be entitled by law, the Lender may set any matured obligation due from the Borrower under this Deed against any matured obligation owed by the Lender to the Borrower.
- (b) All payments made by the Borrower to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 POWERS OF RECEIVERS

7.1 Powers on Appointment

Any Receiver appointed by the Lender under this Deed shall be a Receiver and manager and any Receiver shall (in addition to all powers conferred on him by law) have all the powers conferred by the Law of Property Act 1925 on mortgagees in possession and Receiver appointed under the Law of Property Act 1925, all the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not such Receiver is an administrative receiver within the meaning of the said Act), and all the following powers:

- (a) to take possession of and generally manage the Charged Assets and any business of the Borrower;
- (b) to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- (c) to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower;
- (d) to take, continue or defend any proceedings and enter into any arrangement or compromise;
- (e) to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- (f) to employ advisers, consultants, managers, agents, workmen and others;
- (g) to purchase or acquire materials, tools, equipment, goods or supplies;
- (h) to borrow any money and secure the payment of any money in priority to the Borrower's Obligations for the purpose of the exercise of any of their powers; and
- (i) to do any other acts which the Receiver may consider to be incidental or conducive to any of their powers or to the realisation of the Charged Assets.

7.2 Application of Proceeds

All monies received by the Lender or a Receiver pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the Law of Property Act 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, 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;
- (b) in or towards payment of or provision for the Borrower's Obligations in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

7.3 Appropriation

Neither the Lender, any Receiver nor any delegate shall be bound (whether by virtue of section 109(8) of the Law of Property Act 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 Borrower's Obligations.

7.4 Appointment and Removal

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- (a) At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender 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 Charged Assets.
- (b) The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), 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.

7.5 Remuneration

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

8 POWER OF ATTORNEY

8.1 Appointment of Attorneys

- (a) By way of security, the Borrower hereby irrevocably appoints the Lender, every Receiver severally to be the attorney of the Borrower (with full power of substitution and delegation) and, in the Borrower's name, on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds, instruments and documents which may be necessary or desirable for carrying out any obligations imposed on the Borrower by or pursuant to this Deed and for exercising all the powers conferred on them by this Deed or by law.
- (b) The power of attorney hereby granted is as regards to the Lender, its delegates and any Receiver (and as the Borrower hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

8.2 Ratification of Acts of Attorneys

The Borrower 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 8.1.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall be immediately enforceable if an Event of Default under the Agreement occurs.

9.2 Discretion

After the security constituted by this Deed has become enforceable, the Lender 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 Charged Assets.

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10 INFORMATION

10.1 Information

- (a) The Borrower will immediately provide access to information requested by monitoring officers, agents and auditors acting for the Lender for the purpose of monitoring and evaluating the Project and/or the business of the Borrower.
- (b) The Borrower will immediately inform the Lender if, during the term of the Agreement, the factual information supplied to the Lender in contemplation or for the purposes of the Agreement, including but not limited to the Bidding Materials become no longer true and accurate in all material respects.

11 PRESERVATION OF SECURITY AND RIGHTS

11.1 Independent Security

This Deed is in addition to any other security present or future held by the Lender for the Borrower's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.

11.2 Continuing Security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Borrower's Obligations, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

11.3 Discharge Conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Borrower's Obligations being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender 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 Charged Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

11.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this Deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

12 FURTHER ASSURANCE

The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this Deed;
- (b) facilitating the realisation of any Charged Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Charged Asset,

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including, without limitation (if the Lender or Receiver thinks it expedient) 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 Charged Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

13 MEMORANDUM AND ARTICLES OF ASSOCIATION

The Borrower certifies that this Deed does not contravene the Borrower's Memorandum and articles of association.

14 COSTS AND INDEMNITY

14.1 Costs

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

- (a) this Deed or the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Receiver's rights under this Deed; or
- (c) taking proceedings for, or recovering, any of the Borrower's Obligations,

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 or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Agreement.

14.2 Indemnity

The Borrower shall indemnify the Lender, each Receiver and their respective employees, delegates 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 professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) 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 Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Borrower in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this Clause subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15 ASSIGNMENT AND TRANSFER

15.1 Assignment

- (a) The Lender may assign and/or transfer all or any part of its rights and benefits under this Deed.

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- (b) The Borrower may not assign or transfer all or any part of its rights, benefits and obligations under this Deed without the prior written consent of the Lender.

15.2 Disclosure

The Lender must keep confidential any information supplied to it by or on behalf of the Borrower in connection with the Agreement and this Deed. The Borrower hereby consents to the disclosure by the Lender of any information about the Borrower, this Deed or the Charged Assets, or the Borrower's Obligations:

- (a) to any person to whom the Lender has assigned or transferred or proposes or may propose to assign or transfer all or any of its rights and benefits under this Deed or the Borrower's Obligations; or
- (b) to any person with whom the Lender has entered or proposes or may propose to enter into any contractual arrangements in connection with this Deed or the Borrower's Obligations; or
- (c) to any Receiver, administrator, advisor or other person in relation to the exercise or potential exercise of any rights and benefits under this Deed or the Borrower's Obligations; or
- (d) to any shareholder, subsidiary or agent of the Lender; or
- (e) to any other person if required or permitted by law to do so.

16 AMENDMENTS, WAIVERS AND CONSENTS

16.1 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).

16.2 Waivers and Consents

- (a) 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 other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise 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 Lender shall be effective unless it is in writing.

16.3 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.

17 SEVERANCE

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.

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18 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

19 THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20 NOTICES

20.1 Method

- (a) Notices or demands may be made by letter or e-mail to the parties' addresses mentioned in this Deed or to such other address as they may subsequently specify in writing.
- (b) Notices to be served on the Lender should be served to the Lender at Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL for the attention of the Chief Investment Officer.
- (c) All notices or demands served in connection with this Deed are to be served in English.

20.2 Deemed Service

- (a) A notice or demand given to the Borrower and served by post will be treated as served 2 Business Days after being posted (or 5 Business Days after being posted by airmail if to another country).
- (b) A notice or demand given to the Borrower and served by e-mail will be effective only when actually received in readable form on a Business Day and if that is after 5.00pm it shall be deemed to only become effective the following Business Day.
- (c) Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

21 GOVERNING LAW AND JURISDICTION

21.1 Governing Law

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

21.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this Clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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Schedule 1

Specific Assets

Proprietor	Asset	Description
Calla Lily Personal Care Limited	High-speed production machinery for the production of tampliners	<p>Any finished modules and any components and materials acquired with a view to building or assembling those modules prior to their coming into use. Including, but not limited to:</p> <ul style="list-style-type: none">• Sheath Handling and inversion Investigation: Frame and Guards, Unwind/rewind and waste assemblies, Web Tension control unit and controller system.• Indexing table, welding elements, heater Unit/s, tampon and string insertion station, frame and guards and control system.• Digital Nonwoven Micrometer with linear encoder.• Gas Permeability Tester.• Auto Tensile Tester.

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EXECUTION PAGES

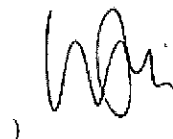
THIS CHARGE has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Lender

Executed as a deed by Innovate UK Loans Limited

acting by, SCOTT JAMES O'BRIEN

a director



in the presence of:

Joshua Sheppard

Witness signature:

Witness name:

JOSHUA SHEPPARD

Witness address:

C/O POLARIS HOUSE
SN2 1FL

Witness occupation:

PUBLIC SERVANT

Borrower

[Executed as a deed by the Borrower]

acting by, Vinh-Thang Vo-Ta

a director



in the presence of:

Ariana Denning

Witness signature:

Witness name:

Ariana Denning
168 Iverson Road
London
NW6 2HL

Witness address:

Witness occupation:

Office Manager

