



Registration of a Charge

Company Name: **VAPORMATT LIMITED**

Company Number: **01479677**



Received for filing in Electronic Format on the: **18/05/2023**

XC3RD33E

Details of Charge

Date of creation: **18/05/2023**

Charge code: **0147 9677 0008**

Persons entitled: **BEACON CAPITAL SOLUTIONS LIMITED**

Brief description:

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

Certified by: **JUSTIN PARR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1479677

Charge code: 0147 9677 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2023 and created by VAPORMATT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2023 .

Given at Companies House, Cardiff on 22nd May 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**

Floating Charge Agreement

Dated 18/5/2023

Vapormatt Limited
(the Chargor)

Beacon Capital Solutions Limited
(the Lender)

Contents

1	Definitions and interpretation	2
2	Covenant to pay	5
3	Creation of security	5
4	Representations, warranties and undertakings	6
5	When Security becomes enforceable	8
6	Enforcement of Security	9
7	Application of proceeds	10
8	Indemnity	10
9	Delegation	11
10	Further assurances	11
11	Power of attorney	11
12	Miscellaneous	12
13	Release	12
14	Signing electronically	13
15	Governing law and jurisdiction	13

THIS DEED is dated 18/5/2023 **and is made between:**

- (1) Vapormatt Limited a company incorporated and registered in England and Wales with company number 01479677 and its registered office at 2 Robins Drive, Bridgwater, Somerset, United Kingdom, TA6 4DL (the **Chargor**); and
- (2) **Beacon Capital Solutions Limited** of 42 Berkeley Square, London, United Kingdom (the **Lender**),

(each a **Party** and together the **Parties**).

BACKGROUND:

- (A) Pursuant to the Facility Agreement, the Lender has agreed to make available to the Chargor as borrower a revolving loan facility (the **Facility**) on the terms of the Facility Agreement.
- (B) It is a condition precedent to the Facility being made available that the Chargor enter into this Deed.

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 Definitions

This Floating Charge Agreement is referred to in this document as “**this Deed**”. In this Deed:

Act means the Law of Property Act 1925.

Facility Agreement means the facility letter dated on or about the date of this Deed between the Chargor and the Lender and the general terms and conditions referred to in that facility letter.

Permitted Security Interest means:

- (a) the Security Interests created by or under *registered charges between the Chargor and Lloyds Bank plc dated 11 April 2019 and 17 June 2019*; or
- (b) any other Security Interest created by the Chargor with the prior written consent of the Lender.

Secured Asset means any asset of the Chargor which is, or is expressed to be, subject to the Security.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender under each Finance Document.

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.

Security Period means the period beginning on the date of this Deed and ending on the date on which (a) the Lender has confirmed that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, and (b) the Facility has been cancelled and the Lender has no commitment, obligation or liability whether present or future, actual or contingent under the Finance Documents.

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999.

1.2 Construction

1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to:

- (a) the **Lender**, the **Chargor**, any **Party** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
- (b) **assets** includes present, future, actual and contingent properties, revenues and rights of every description;
- (c) this **Deed**, the **Facility Agreement**, a **Finance Document** or any other agreement or instrument is a reference to this Deed, the Facility Agreement, that Finance Document or that other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;

- (d) **debt or indebtedness or liabilities** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (e) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (f) a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (g) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) a time of day is a reference to the time in London;
- (i) the term **the Security** means any Security Interest or trust created by or under this Deed.
- (j) the words **include, includes, including and in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and
- (k) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible.

1.2.3 Unless a contrary indication appears, any reference in this Deed to a Clause or a Schedule is a reference to a clause of, or a schedule to, this Deed.

1.2.4 A Default (other than an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default is "continuing" if it has not been waived.

1.2.5 Any undertaking of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.6 If the Lender considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.7 Unless the context otherwise requires, a reference to any Secured Asset includes the proceeds of any disposal of that Secured Asset.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.4 Incorporated Terms

Except as otherwise indicated in this Deed, all terms of the Facility Agreement that apply to the Finance Documents or Security Documents apply to this Deed as if set out here in full with the necessary changes.

1.5 Deed

It is intended that this document takes effect as a deed even if the Lender executes this Deed under hand.

2 Covenant to pay

The Chargor must pay and discharge the Secured Liabilities when due and payable in the manner provided for in the Finance Documents.

3 Creation of security

3.1 General

Each Security Interest created by or under this Deed:

- (l) is created in favour of the Lender;
- (m) is created over present and future assets of the Chargor;
- (n) is security for the payment and discharge of all the Secured Liabilities; and
- (o) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 Floating charge

- 3.2.1 The Chargor charges by way of a (subject to any Permitted Security Interest created before the date of this Deed) first floating charge all of its business, undertaking and assets whatsoever and wheresoever.
- 3.2.2 Except as provided below, the Lender may by notice to the Chargor convert the floating charge created by this Clause 3.2 into a fixed charge as regards any of the Secured Assets specified in that notice if:
- (a) an Event of Default has occurred;

- (b) the Lender considers those Secured Assets 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
- (c) the Lender reasonably considers that it is necessary in order to protect the priority of the Security.

3.2.3 The floating charge created by this Clause 3.2 will (in addition to the circumstances when this may occur under the general law) automatically and immediately (without notice) convert into a fixed charge over all of the Secured Assets if:

- (a) an administrator is appointed in respect of the Chargor or the Lender receives notice of an intention to appoint an administrator;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets;
- (c) the Chargor creates or attempts to create any Security Interest over any of the Secured Assets without the Lender's prior written consent; or
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding up, dissolution or re-organisation of the Chargor other than a winding-up petition which is stayed within 14 days of commencement.

3.2.4 Subject to Clause 3.2.5 below, the floating charge created by this Clause 3.2 may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,
- (c) under Part A1 of the Insolvency Act 1986.

3.2.5 Clause 3.2.4 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

3.2.6 The floating charge created by this Clause 3.2 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.3 Assets acquired after any floating charge has crystallised

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge.

3.4 Changes to the Secured Assets

The Lender agrees that the Chargor shall be free to dispose of the Secured Assets in its ordinary course of business or as otherwise permitted by the Facility Agreement.

3.5 Trust

To the extent that any charge of any Secured Asset is prohibited or ineffective for any reason, the Chargor will hold the relevant Secured Asset on trust for the Lender subject to the Chargor's right to dispose of such Secured Asset in its ordinary course of business or as permitted by the Facility Agreement.

4 Representations, warranties and undertakings

4.1 Representations and warranties

The Chargor makes the following representations and warranties on each day during the Security Period with reference to the facts and circumstances on that day and the Chargor acknowledges that the Lender has entered into this Deed in reliance on these representations and warranties:

- (a) save to the extent disclosed in writing to the Lender before the date of this Deed, the Chargor's entry into this Deed and the creation of the Security does not and will not constitute a breach of any other agreement binding on the Chargor or its assets and there are no restrictions on the Chargor's ability to create the Security as a result of the Permitted Security Interests created before the date of this Deed that have not been disclosed to the Lender prior to the date of this Deed;
- (b) the Chargor is (subject to the Security and the Permitted Security Interests) the sole legal and beneficial owner of the Secured Assets;
- (c) the Secured Assets are free from all Security Interests (other than the Security and any Permitted Security Interests), whether monetary or not, and from all other rights exercisable by third parties whether or not known to the Lender;
- (d) 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 (subject to any Permitted Security Interests created before the date of this Deed) first ranking priority;
- (e) the Chargor has the sole right to charge the Secured Assets; and
- (f) under all applicable laws the rights of the Lender to recover the Secured Liabilities against the Secured Assets will rank in priority to the recovery rights of all other creditors except creditors that are mandatorily preferred over secured creditors and the rights of any creditor that has the benefit of any Permitted Security Interest created before the date of this Deed.

4.2 Undertakings

- 4.2.1 Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not create or permit to subsist any Security Interest on any Secured Asset other than any Permitted Security Interest.

- 4.2.2 The Chargor undertakes to use best endeavours to procure that any person having the benefit of any Permitted Security Interest created before the date of this Deed provides prompt written consent (in form and substance satisfactory to the Lender) to the Chargor's creation of the Security.
- 4.2.3 Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Secured Asset.
- 4.2.4 The Chargor must promptly on the Lender's request provide notice of the Security to any person reasonably required by the Lender, such notice to be in form and substance satisfactory to the Lender. The Chargor shall use its reasonable efforts to procure an acknowledgement of any notice of charge from any person reasonably required by the Lender, such acknowledgement to be in form and substance satisfactory to the Lender.
- 4.2.5 The Chargor shall not do, or permit to be done, anything which could reasonably be expected to prejudice the Security (but provided that no disposal permitted by Clause 3.4 (*Changes to the Secured Assets*) shall constitute a breach of this Clause 4.2.5).
- 4.2.6 The Chargor shall ensure that this Deed is registered with Companies House within the applicable timeframes for registration.

5 When Security becomes enforceable

5.1 Security enforceable

The Security will become immediately enforceable if an Event of Default occurs.

5.2 Discretion and enforcement by Lender

After the Security has become enforceable, the Lender may enforce all or any part of the Security in any manner it sees fit, including, without limitation, and without any notice to, or consent from, the Chargor, by:

- (a) exercising any rights and remedies available to the Lender under any applicable law by virtue of the Security;
- (b) taking possession of any Secured Assets;
- (c) appropriating any Secured Assets in or towards discharge of the Secured Liabilities;
- (d) collecting, recovering, compromising and giving a good discharge for any Secured Assets and any moneys or claims for moneys under any Secured Asset;
- (e) taking any action, making any demand, and exercising any rights available to the Chargor under any Secured Asset;

- (f) taking over, beginning, discontinuing, settling or compromising (if necessary using the name of the Chargor) any proceedings about any Secured Assets;
- (g) applying for or maintaining any Authorisation necessary or desirable for the Lender to preserve or realise any of the Secured Assets;
- (h) fulfilling, at the Chargor's risk, the Chargor's obligations under or in respect of any Secured Asset; and
- (i) executing all documents and doing or refraining from doing all other acts the Lender considers necessary or desirable to fulfil any of the purposes listed above.

5.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after the Security has become enforceable.

6 Enforcement of Security

6.1 General

- 6.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 6.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to the Security.

6.2 No liability as mortgagee in possession

The Lender will not be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

6.3 Privileges

The Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act (restricting the power of sale) does not apply.

6.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or its agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under any of the Finance Documents; or

- (d) how any money paid to the Lender is to be applied.

6.5 Contingencies

If the Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

6.6 Financial collateral

- 6.6.1 To the extent that the Secured Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after the Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- 6.6.2 Where any financial collateral is appropriated:

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.

7 Application of proceeds

All amounts from time to time received or recovered by the Lender pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of the Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause:

- (a) is subject to the payment of any claims having priority over the Security; and
- (b) does not prejudice the right of the Lender to recover any shortfall from the Chargor.

8 Indemnity

The Chargor shall indemnify the Lender and its respective officers, employees, delegates and agents on demand 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 the Lender under this Deed or by law in respect of the Security;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the Security;
- (c) any default or delay by the Chargor in performing, or breach of, any of its obligations under this Deed; and/or
- (d) performing or procuring the performance of any of the Chargor's obligations under this Deed.

9 Delegation

9.1 Power of Attorney

The Lender may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

9.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender may, in its discretion, think fit.

9.3 Liability

The Lender shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

10 Further assurances

10.1.1 The Chargor must promptly, at its own expense, take whatever action the Lender may require for:

- (a) creating, perfecting, preserving or protecting any Security Interest over any Secured Asset;
- (b) facilitating the realisation or appropriation of any Secured Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any of its delegates or sub-delegates in respect of any Secured Asset; or
- (c) ensuring the Security is first-ranking and secures all the Secured Liabilities.

10.1.2 The action that may be required under Clause 10.1.1 includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may consider necessary or desirable.

11 Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Lender and any of its respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender to exercise the powers conferred on it under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

12 Miscellaneous

12.1 Continuing Security

The Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part, any settlement, any change in the Secured Liabilities or any variation of the Facility Agreement (including any increase in any Available Facility or extension of any Repayment Date), but will remain in force until the end of the Security Period.

12.2 Further advances

The Lender confirms it shall perform its obligations under the Facility Agreement (including any obligation to make available further loans on the terms and subject to the conditions of the Finance Documents).

12.3 Rights additional

The rights the Lender holds under this Deed are in addition to any other rights or Security Interests, present or future, held by the Lender for any Secured Liabilities and will not merge with or prejudice or be prejudiced by any other right or Security Interest of the Lender or by the variation, non-enforcement, non-perfection or release of any of them. This Deed may be enforced against the Chargor without first having recourse to any other right or Security Interest in favour of the Lender.

12.4 New Accounts

- 12.4.1 If any subsequent charge or other interest affects any Secured Asset, the Lender may open a new account with the Chargor.

12.4.2 If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

12.4.3 As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

13 Release

At the end of the Security Period, the Lender must, at the request and cost of the Chargor, take whatever action is necessary to release the Secured Assets from the Security or any trust created by or under this Deed.

14 Signing electronically

The Parties agree that either or both of them may sign this Deed by way of electronic signature (in whatever form that electronic signature takes) and that electronic signature shall be treated as conclusive evidence of that Party's intention to be bound by this Deed and shall be effective as if signed under hand.

15 Governing law and jurisdiction

15.1 Governing law

English law governs this Deed, its interpretation and any non-contractual obligations arising out of or in connection with it.

15.2 Jurisdiction

15.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with it) (a **Dispute**).


15.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Deed is executed as a deed by the Chargor and is signed for and on behalf of the Lender and is delivered and takes effect on the date stated at the beginning of this Deed.

SIGNATURE PAGE

Chargor

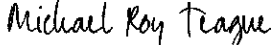
Executed as a deed by)
Vapormatt Limited)
acting by)

DocuSigned by:

842BDEC8CD6F4BD...

Name: Helen Kate Flowers Brown

Position: Director

In the presence of:

DocuSigned by:

2B67446C5D813EE...

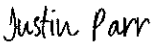
Name: Michael Roy Teague

Position: Director

Address: 9 Ganges Close, Fivehead, Somerset, TA3 6PG

Lender

Signed for and on behalf of
Beacon Capital Solutions Limited

DocuSigned by:

E14F76D802C6499...

Name: Justin Parr

Position: Authorised Signatory