



Registration of a Charge

Company Name: **COMPLETE DESIGN PARTNERSHIP LIMITED**

Company Number: **03866200**



XBBKC60B

Received for filing in Electronic Format on the: **31/08/2022**

Details of Charge

Date of creation: **31/08/2022**

Charge code: **0386 6200 0003**

Persons entitled: **SANTANDER UK PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3866200

Charge code: 0386 6200 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st August 2022 and created by COMPLETE DESIGN PARTNERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2022 .

Given at Companies House, Cardiff on 2nd September 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House




**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

(EXECUTION)

Dated this 31 August 2022

Signed

**Security Accession Deed**Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**This Accession Deed** is made on

31 August 2022

Between:

- (1) **Complete Design Partnership Limited** (registered number 03866200) whose registered office is at Over Court Barns Over Lane, Almondsbury, Bristol, United Kingdom, BS32 4DF (the "**CDP Chargor**");
- (2) **FIG Power Holdings Limited** (registered number 14183979) whose registered office is at Over Court Barns Over Lane, Almondsbury, Bristol, United Kingdom, BS32 4DF (the "**FIG Chargor**"),
(the CDP Chargor and the FIG Chargor each a "**New Chargor**" and together the "**New Chargors**"); and
- (3) **Santander UK plc** as agent and trustee for the Secured Parties (the "**Security Agent**"),

and is supplemental to a Debenture granted by Hydrock Holdings Limited and the other Chargors referred to therein in favour of the Security Agent on 11 August 2022 (the "**Debenture**").

This Accession Deed witnesses as follows:**1 Definitions and interpretation**

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.
- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Accession Shares" means:

- (a) the shares described in Part 3 (*Shares*) of the schedule to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Assigned Contract" means each contract specified in Part 4 (*Assigned Contracts*) of the schedule to this Accession Deed.**2 Confirmation**

Each New Chargor confirms it has read and understood the content of the Debenture.

3 Accession

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4 Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:
 - (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule to this Accession Deed;
 - (b) charges by way of first fixed charge;
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);

- (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Accession Shares;
 - (v) all Debts;
 - (vi) all Other Accounts;
 - (vii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (viii) all Intellectual Property Rights described in Part 2 (Intellectual Property Rights) of the schedule to this Accession Deed;
 - (ix) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
 - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xi) its goodwill and uncalled capital;
 - (xii) any Charged Agreements; and
 - (xiii) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract; and
 - (iii) any Hedging Agreement.
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 **Construction**

Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

6 **Governing Law**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

In witness this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

Property

Chargor	Address or Description of Property	Title Number (if registered)
[Intentionally blank]	[Intentionally blank]	[Intentionally blank]

Part 2

Intellectual Property Rights

Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
[Intentionally blank]	[Intentionally blank]	[Intentionally blank]	[Intentionally blank]	[Intentionally blank]

Patents			
Chargor	Patent number	Jurisdiction	Description
[Intentionally blank]	[Intentionally blank]	[Intentionally blank]	[Intentionally blank]

Designs			
Chargor	Design number	Jurisdiction	Description
[Intentionally blank]	[Intentionally blank]	[Intentionally blank]	[Intentionally blank]

Part 3

Shares

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
FIG Power Holdings Limited	FIG Power Limited	1 Ordinary share of £1.00	N/A

Part 4

Assigned Contracts

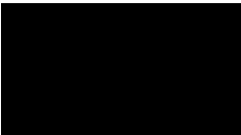
Name of Chargor	Date of contract	Parties to contract	Details of contract
[Intentionally blank]	[Intentionally blank]	[Intentionally blank]	[Intentionally blank]

NEW CHARGORS

EXECUTED as a DEED by
COMPLETE DESIGN PARTNERSHIP
LIMITED

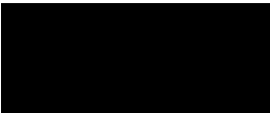
acting by a director in the presence of:

Witness' Signature:



Witness' Name: Zoe Michael

Witness' Address:



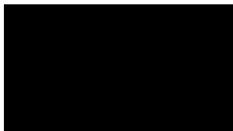
I confirm that I was physically present when

signed this deed
Michael Yiannis Michael

EXECUTED as a DEED by
FIG POWER HOLDINGS LIMITED

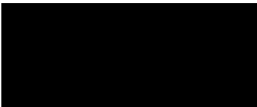
acting by a director in the presence of:

Witness' Signature:



Witness' Name: Zoe Michael

Witness' Address:



I confirm that I was physically present when

signed this deed
Michael Yiannis Michael

.....
Director

SECURITY AGENT



.....
For and on behalf of

SANTANDER UK PLC

as Security Agent for the Secured Parties