



Registration of a Charge

Company name: **ALLIED GLAZING SYSTEMS LIMITED**

Company number: **01803714**



X75ZMXW9

Received for Electronic Filing: **15/05/2018**

Details of Charge

Date of creation: **09/05/2018**

Charge code: **0180 3714 0003**

Persons entitled: **CARL GEORGE BROADHURST AND ALISON JEANNE REED**

Brief description: **LEASEHOLD PREMISES AT 60 CYCLOPS STREET, SHEFFIELD S4 8EH**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WAKE SMITH SOLICITORS LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1803714

Charge code: 0180 3714 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2018 and created by ALLIED GLAZING SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2018 .

Given at Companies House, Cardiff on 17th May 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**

DATED

9 May

2018

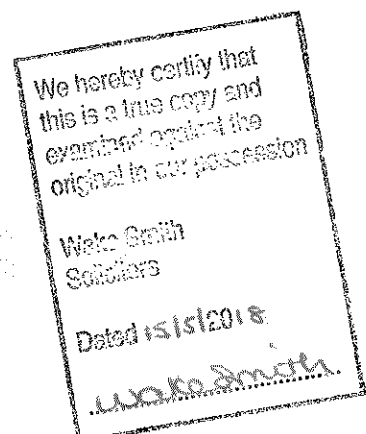
(1) Allied Glazing Systems Limited

and

(2) Carl George Broadhurst and Alison Jeanne Reed

Subject to the terms of the Intercreditor Deed

Debenture



THIS DEED IS DATED

9 May

2018

PARTIES

- (1) **ALLIED GLAZING SYSTEMS LIMITED** incorporated and registered in England and Wales with company number 01803714) whose registered office is at 60 Cyclops Street, Sheffield S4 8EH (**Chargor**); and
- (2) **CARL GEORGE BROADHURST** of Bleak House, Roper Lane, Thurgoland, Sheffield S35 7EA and **ALISON JEANNE REED** of 11 Birklands Close, Handsworth, Sheffield S13 8JJ (together the **Sellers**).

BACKGROUND

- (A) The Sellers have agreed, pursuant to the SPA, to sell the entire issued share capital of the Chargor to the Buyer for a consideration including the Deferred Payment.
- (B) This deed provides security to the Sellers for the payment of sums due and owing from the Buyer to the Sellers under and/or pursuant to the SPA, including the Deferred Payment.

AGREED TERMS

1. Definitions and Interpretation

1.1 The following definitions apply in this deed:

Administrator:	an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 7.6.
Book Debts:	all present and future book and other debts, and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them.
Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Buyer:	J&G Holdings Limited incorporated in England and Wales with registered number 11199545 whose registered office is at Addele Smithies, Parkside Road, Leeds LS16 8EZ.
Charged Property:	any freehold, leasehold or commonhold property the subject of the security constituted by this deed and references to "Charged Property" shall include references to the whole or any part or part of it.
Control:	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
Deferred Payment:	shall have the meaning given to that expression in the SPA.
Delegate:	any person appointed by the Sellers or any Receiver pursuant to clause 12 and any person appointed as attorney of the Sellers, Receiver or Delegate.
Equipment:	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned

	by the Chargor, including any part of it and all spare parts, replacements, modifications and additions.
Event of Default:	means each and every event set out in Schedule 2.
Financial Collateral:	has the meaning given to that expression in the Financial Collateral Regulations.
Financial Collateral Regulations:	the Financial Collateral Arrangements (No 2) Regulations 2003 (<i>SI 2003/3226</i>).
Insurance Policy:	each contract and policy of insurance effected or maintained by the Chargor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).
Intellectual Property:	the Chargor's present and future patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Intercreditor Deed	the intercreditor deed entered into on or around the date of this deed between (1) Triple Point Advancr Leasing Plc (as senior creditor), (2) Carl George Broadhurst and Allison Jeanne Reed (as junior creditors), (3) Shaun Joyce and Phil Goy (as investors) and (4) J&G Holdings Limited and Allied Glazing Systems Limited (as debtors).
Investments:	all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on behalf of the Chargor
LPA 1925:	the Law of Property Act 1925.
Permitted Security:	means a debenture dated on or about the date of this deed between the Chargor and Triple Point Advancr Leasing plc.
Receiver:	a receiver, receiver and manager or administrative receiver appointed by the Sellers under clause 10.
Rights:	any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

Secured Assets:	all the assets, property and undertaking for the time being of the Chargor which are, or are intended to be, subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).
Secured Liabilities:	all present and future obligations and liabilities of the Buyer and the Chargor to the Sellers, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the SPA or this deed (including, without limitation, those arising under clause 24.3), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
Security Financial Collateral Arrangement:	has the meaning given to that expression in the Financial Collateral Regulations.
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 Sellers are 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 sale and purchase of the entire issued share capital of the Chargor dated on or about the date of this deed and made between the Buyer and the Sellers.
VAT:	value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 In this deed:

- 1.2.1 Clause and Schedule headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a **person** shall include a reference to 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);
- 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 from time to time under that statute or statutory provision;
 - 1.2.8 a reference to **writing** or **written** does not include fax or 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 or Schedule is to a clause of, or Schedule to, 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, re-enactment, 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 and 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 If the Sellers consider that an amount paid by the Buyer or the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Buyer or the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.
 - 1.4 A reference in this deed to a charge or mortgage of or over any Charged Property includes:
 - 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;

- 1.4.2 the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;
 - 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
 - 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.
- 1.5 A reference in this deed to any share, stock, debenture or other security or investment includes:
 - 1.5.1 any dividend, interest or other distribution paid or payable in respect of that share, stock, debenture or other security or investment;
 - 1.5.2 any right, money, shares or property accruing, offered or issued at any time in relation to that share, stock, debenture or other security or investment by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.
- 1.6 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the SPA and of any side letters between any parties in relation to the SPA are incorporated into this deed.
- 1.7 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.8 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.9 This deed is subject to the terms of the Intercreditor Deed.

2. Covenant to Pay

- 2.1 The Chargor shall, on demand, pay to the Sellers and discharge the Secured Liabilities when they become due.
- 2.2 The Secured Liabilities shall become payable in full immediately upon the occurrence of any Event of Default.

3. Grant of Security

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Sellers, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including the real property (if any) specified in Schedule 1.
- 3.2 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Sellers by way of a first fixed charge:
 - 3.2.1 all present and future estates or interests of the Chargor in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);
 - 3.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Chargor is a party or

which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

- 3.2.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
 - 3.2.4 all its present and future goodwill;
 - 3.2.5 all its uncalled capital;
 - 3.2.6 all the Equipment;
 - 3.2.7 all the Intellectual Property;
 - 3.2.8 all the Investments; and
 - 3.2.9 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3
- 3.3 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Sellers absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
- 3.3.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
 - 3.3.2 the benefit of all other agreements, instruments and rights relating to the Secured Assets.
- 3.4 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Sellers, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 3.1 to clause 3.3 inclusive.
- 3.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.
- 3.6 The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:
- 3.6.1 the Chargor:
 - 3.6.1.1 creates, or attempts to create, without the prior written consent of the Sellers, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed); or
 - 3.6.1.2 disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

- 3.6.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
 - 3.6.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor.
- 3.7 The Sellers may, in their sole discretion, by written notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Sellers in that notice if:
 - 3.7.1 an Event of Default is continuing; or
 - 3.7.2 the Sellers consider those 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.
- 3.8 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 Sellers confirms otherwise to the Chargor in writing) be charged to the Sellers by way of first fixed charge.

4. Liability of the Chargor

- 4.1 The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or otherwise adversely affected by:
 - 4.1.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
 - 4.1.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Sellers may now or after the date of this deed have from or against the Buyer, the Chargor or any other person in connection with the Secured Liabilities;
 - 4.1.3 any act or omission by the Sellers or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Buyer, the Chargor or any other person;
 - 4.1.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
 - 4.1.5 any grant of time, indulgence, waiver or concession to the Buyer, the Chargor or any other person;
 - 4.1.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Buyer, the Chargor or any other person;
 - 4.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Buyer, the Chargor or any other person in connection with the Secured Liabilities;
 - 4.1.8 any claim or enforcement of payment from the Buyer, the Chargor or any other person; or
 - 4.1.9 any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or anything done or omitted by any

person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this deed.

4.2 The Chargor waives any right it may have to require the Sellers:

- 4.2.1 to take any action or obtain judgment in any court against the Buyer or any other person;
- 4.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Buyer or any other person; or
- 4.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Buyer or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

4.3 The Chargor warrants to the Sellers that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Buyer, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargor under this deed but:

- 4.3.1 if any of the Rights is taken, exercised or received by the Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargor on trust for the Lender for application in or towards the discharge of the Secured Liabilities under this deed; and
- 4.3.2 on demand by the Sellers, the Chargor shall promptly transfer, assign or pay to the Sellers all other Rights and all monies from time to time held on trust by the Chargor under this clause 4.3.

5. General Restrictions

5.1 The Chargor shall not, without the prior written consent of the Sellers, at any time whilst any amount of the Deferred Payment remains outstanding:

- 5.1.1 redeem or purchase any of its own shares;
- 5.1.2 issue any loan capital or enter into any commitment with any person with respect to the issue of any loan capital;
- 5.1.3 make any borrowings;
- 5.1.4 create or permit to be created any mortgage, charge, encumbrance or other security interest whatsoever on any asset or its business in whole or in part or any of its shares other than:
 - 5.1.4.1 liens arising in the ordinary course of business;
 - 5.1.4.2 any charge arising by the operation or purported operation of title retention clauses and in the ordinary course of business; and/or
 - 5.1.4.3 the Permitted Security.
- 5.1.5 make any substantial change to the general nature or scope of its business as carried on at the date of this deed;
- 5.1.6 lend or agree to lend, grant any credit or make any advance to any person otherwise than to the Chargor; or

- 5.1.7 give any guarantee, suretyship or indemnity to secure the liability of any person or assume the obligations of any person other than in respect of any liability of the Chargor.

6. General Covenants

- 6.1 The Chargor shall not at any time, except with the prior written consent of the Sellers:
- 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 (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
 - 6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.
- 6.2 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 Sellers, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.
- 6.3 The Chargor shall not, without the Sellers' prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- 6.4 The Chargor shall:
- 6.4.1 comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of it or any part of them;
 - 6.4.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - 6.4.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.
- 6.5 The Chargor shall use its best endeavours to:
- 6.5.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Secured Assets of the covenants and other obligations imposed on such counterparty (including each insurer in respect of an Insurance Policy); and
 - 6.5.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Sellers may require from time to time.
- 6.6 The Chargor shall collect in and realise all Book Debts. The Chargor shall not (except with the prior written consent of the Sellers) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts, save in the ordinary and usual course of business. The Chargor shall, if called on to do so by the Sellers upon or after the security constituted by this deed becoming enforceable, execute a legal assignment of the Book Debts to the Sellers and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

6.7 Insurance

- 6.7.1 The Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:
- 6.7.1.1 loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
 - 6.7.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and
 - 6.7.1.3 any other risk, perils and contingencies as the Sellers may reasonably require.
- 6.7.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Sellers, and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Secured Assets (meaning in the case of any premises on any Charged Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and, in the case of any Charged Property, loss of rents payable by the tenants or other occupiers of any Charged Property for a period of at least three years, including provision for increases in rent during the period of insurance.
- 6.7.3 The Chargor shall, if requested by the Sellers, produce to the Sellers each policy, certificate or cover note relating to any insurance as is required by clause 6.9.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).
- 6.7.4 The Chargor shall, if requested by the Sellers, procure that a note of the Sellers' interest is endorsed on each insurance policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 6.9.1 but without the Sellers having any liability for any premium in relation to those insurance policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

6.8 The Chargor shall:

- 6.8.1 promptly pay all premiums in respect of each insurance policy as is required by clause 6.9.1 and do all other things necessary to keep that policy in full force and effect; and
- 6.8.2 (if the Sellers so require) give to the Sellers copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy as is required by clause 6.9.1 (or where, in the case of leasehold property,

insurance is effected by the landlord, such evidence of the payment of premiums as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

- 6.9 The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy as is required by clause 6.9.1.
- 6.10 All monies payable under any insurance policy maintained by the Chargor in accordance with clause 6.9.1 at any time (whether or not the security constituted by this deed has become enforceable) shall at the option of the Sellers, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.
- 6.11 The Chargor shall:
- 6.11.1 give the Sellers such information concerning the location, condition, use and operation of the Secured Assets as the Sellers may require;
 - 6.11.2 permit any persons designated by the Sellers and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
 - 6.11.3 promptly notify the Sellers 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 Sellers's prior approval, implement those proposals at its own expense.
- 6.12 The Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Sellers.

7. Powers of the Sellers

7.1 Power to Remedy

- 7.1.1 The Sellers 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.
- 7.1.2 The Chargor irrevocably authorises the Sellers and its agents to do all things that are necessary or desirable for that purpose.
- 7.1.3 Any monies expended by the Sellers in remedying a breach by the Chargor of its obligations contained in this deed shall be reimbursed by the Chargor to the Sellers on a full indemnity basis and shall carry interest in accordance with clause 14.1.

7.2 Exercise of Rights

- 7.2.1 The rights of the Sellers under clause 7.1 are without prejudice to any other rights of the Sellers under this deed.
- 7.2.2 The exercise of any rights of the Sellers under this deed shall not make the Sellers liable to account as a mortgagee in possession.

7.3 Power to Dispose of Chattels

- 7.3.1 At any time after the security constituted by this deed has become enforceable, the Sellers or any Receiver may, as agent for the Chargor, dispose of any chattels or produce found on any Charged Property.
- 7.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 7.3.1, the Chargor shall indemnify the Sellers and any Receiver against any liability arising from any disposal made under clause 7.3.1.

7.4 Sellers 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 Sellers 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.

7.5 Indulgence

The Sellers may, at their 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 any 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.

7.6 Appointment of an Administrator

- 7.6.1 The Sellers may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- 7.6.2 Any appointment under this clause 7.6 shall:
- 7.6.2.1 be in writing signed by the Sellers; and
 - 7.6.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- 7.6.3 The Sellers may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 7.6 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

8. When Security Becomes Enforceable

- 8.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.
- 8.2 After the security constituted by this deed has become enforceable, the Sellers may, in their absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms they think fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

9. Enforcement of Security

9.1 Enforcement Powers

- 9.1.1 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.
- 9.1.2 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 8.1.
- 9.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

9.2 Extension of Statutory Powers of Leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Sellers and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Chargor, to:

- 9.2.1 grant a lease or agreement to lease;
- 9.2.2 accept surrenders of leases; or
- 9.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Sellers or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

9.3 Access on Enforcement

- 9.3.1 At any time after the Sellers have demanded payment of the Secured Liabilities or if the Chargor defaults in the performance of its obligations under this deed, the Chargor will allow the Sellers or their Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Sellers or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.
- 9.3.2 At all times, the Chargor must use its best endeavours to allow the Sellers or their Receiver access to any premises for the purpose of clause 9.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

9.4 Redemption of Prior Security

9.4.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Sellers may:

9.4.1.1 redeem any prior Security over any Secured Asset;

9.4.1.2 procure the transfer of that Security to itself; and

9.4.1.3 settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor).

9.4.2 The Chargor shall pay to the Sellers immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

9.5 Protection of Third Parties

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

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

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

9.5.3 how any money paid to the Sellers, any Receiver or any Delegate is to be applied.

9.6 Privileges

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

9.7 No Liability as Mortgagee In Possession

Neither the Sellers nor any Receiver or Delegate shall be liable, 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, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

9.8 Conclusive Discharge to Purchasers

The receipt of the Sellers, 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 Sellers, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

9.9 Right of Appropriation

9.9.1 To the extent that:

9.9.1.1 the Secured Assets constitute Financial Collateral; and

9.9.1.2 this deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement,

the Sellers shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Sellers may, in its absolute discretion, determine.

9.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

9.9.2.1 in the case of cash, the amount standing to the credit of each of the Chargor's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and

9.9.2.2 in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by the Sellers by reference to a recognised market index or by any other method that the Sellers may select (including independent valuation).

9.9.3 The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

10. Receiver

10.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Sellers 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.

10.2 The Sellers 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.

10.3 The Sellers 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.

10.4 The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Sellers 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.

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

10.6 Any Receiver appointed by the Sellers 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

Sellers.

11. Powers of Receiver

11.1 General

- 11.1.1 Any Receiver appointed by the Sellers under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 11.2 to clause 11.23.
- 11.1.2 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.
- 11.1.3 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.
- 11.1.4 Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in clause 11.16) or itself.
- 11.2 A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.
- 11.3 A Receiver may grant, or accept, surrenders of any leases or tenancies affecting any Secured Asset on any terms, and subject to any conditions, that it thinks fit.
- 11.4 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. A Receiver may discharge any such person or any such person appointed by the Chargor.
- 11.5 A Receiver may make, exercise or revoke any VAT option to tax as it thinks fit.
- 11.6 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 Sellers may prescribe or agree with it.
- 11.7 A Receiver may take immediate possession of, get in and realise any Secured Asset.
- 11.8 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor.
- 11.9 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.
- 11.10 A Receiver may sever and sell separately any fixtures or fittings from any Charged Property without the consent of the Chargor.
- 11.11 A Receiver may sell and assign all or any of the Book Debts in respect of which it is

appointed in any manner, and generally on any terms and conditions, that it thinks fit.

- 11.12 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.
- 11.13 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.
- 11.14 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.
- 11.15 A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.
- 11.16 A Receiver may make calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Chargor on its directors in respect of calls authorised to be made by them.
- 11.17 A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 20, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this deed.
- 11.18 A Receiver may form a subsidiary of the Chargor and transfer to that subsidiary any Secured Asset
- 11.19 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 Sellers consents, terms under which that security ranks in priority to this deed).
- 11.20 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.
- 11.21 A Receiver may delegate its powers in accordance with this deed.
- 11.22 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.
- 11.23 A Receiver may do any other acts and things that it:
 - 11.23.1 may consider desirable or necessary for realising any of the Secured Assets;
 - 11.23.2 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
 - 11.23.3 lawfully may or can do as agent for the Chargor.

12. Delegation

- 12.1 The Sellers 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 16.1).
- 12.2 The Sellers and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 12.3 Neither the Sellers nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. Application of Proceeds

- 13.1 All monies received or recovered by the Sellers, 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 (other than sums received under any Insurance Policy), 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 Sellers's right to recover any shortfall from the Chargor):
 - 13.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Sellers (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;
 - 13.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Sellers determines; and
 - 13.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.
- 13.2 Neither the Sellers, 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.
- 13.3 All monies received by the Sellers, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):
 - 13.3.1 may, at the discretion of the Sellers, Receiver or Delegate, be credited to a suspense account;
 - 13.3.2 shall bear interest, if any, at the rate agreed in writing between the Sellers and the Chargor; and
 - 13.3.3 may be held in that account for so long as the Sellers, Receiver or Delegate thinks fit.

14. Costs and Indemnity

- 14.1 The Chargor shall, within five Business Days of demand, pay to, or reimburse, the Sellers 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) incurred by the Sellers, any Receiver or any Delegate in connection with:
 - 14.1.1 this deed or the Secured Assets;

14.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Sellers's, a Receiver's or a Delegate's rights under this deed; or

14.1.3 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, liquidation, winding up or administration of the Chargor) at the rate of 4% above the base rate from time to time of the Bank of England.

14.2 The Chargor shall indemnify the Sellers, 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 professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

14.2.1 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;

14.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

14.2.3 any default or delay by the Chargor in performing any of its obligations under this deed.

14.2.4 Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15. Further Assurance

The Chargor shall promptly, at its own expense, take whatever action the Sellers or any Receiver may reasonably require for:

15.1.1 creating, perfecting or protecting the security created or intended to be created by this deed;

15.1.2 facilitating the realisation of any Secured Asset; or

15.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Sellers or any Receiver in respect of any Secured Asset,

including, without limitation the execution of any mortgage, 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 Sellers or to their nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Sellers may consider necessary or desirable.

16. Power of Attorney

16.1 By way of security, the Chargor irrevocably appoints the Sellers, 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:

16.1.1 the Chargor is required to execute and do under this deed; or

- 16.1.2 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 Sellers, any Receiver or any Delegate.
- 16.2 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 16.1.
- 17. Release**
- Subject to clause 24.3, at the end of the Security Period, the Sellers shall, at the request and cost of the Chargor, take whatever action is necessary to:
- 17.1.1 release the Secured Assets from the security constituted by this deed; and
- 17.1.2 reassign the Secured Assets to the Chargor.
- 18. Assignment and Transfer**
- Neither party may assign any of its rights, or transfer any of its rights or obligations, under this deed.
- 19. Set-Off**
- 19.1 The Sellers may at any time set off any liability of the Chargor to the Sellers against any liability of the Sellers to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Sellers may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Sellers of their rights under this clause 19 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.
- 19.2 The Sellers are not obliged to exercise their rights under clause 19.1. If, however, they do exercise those rights they must promptly notify the Chargor of the set-off that has been made.
- 19.3 All payments made by the Chargor to the Sellers 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).
- 20. Amendments, Waivers and Consents**
- 20.1 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).
- 20.2 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.
- 20.3 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 Sellers shall be effective unless it is in writing.

- 20.4 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.

21. 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.

22. Counterparts

- 22.1 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.

- 22.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If this method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 22.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

23. Third Party Rights

- 23.1 Except as expressly provided in this deed, 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.

- 23.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

24. Further Provisions

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

- 24.2 The security constituted by 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 Sellers discharges this deed in writing.

- 24.3 Any release, discharge or settlement between the Chargor and the Sellers shall be deemed conditional on no payment or security received by the Sellers in respect of the Secured Liabilities 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:

- 24.3.1 the Sellers or their 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 Sellers deem necessary to provide the Sellers with security against any such avoidance, reduction or order for refund; and

- 24.3.2 the Sellers 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.
- 24.4 A certificate or determination by the Sellers as to any amount for the time being due to it from the Chargor under this deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.
- 24.5 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.
- 24.6 Notwithstanding anything to the contrary in this deed, neither the obtaining of a moratorium by the Chargor under schedule A1 to the Insolvency Act 1986 nor the doing of anything by the Chargor with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:
 - 24.6.1 an event under this deed which causes any floating charge created by this deed to crystallise;
 - 24.6.2 an event under this deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Chargor; or
 - 24.6.3 a ground under this deed for the appointment of a Receiver.

25. Notices

- 25.1 Any notice or other communication given to a party under or in connection with this deed shall be:
 - 25.1.1 in writing;
 - 25.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and
 - 25.1.3 sent to the relevant party's address set out at the start of this deed or to any other address as is notified in writing by one party to the other from time to time.
- 25.2 Any notice or other communication that the Sellers gives to the Chargor shall be deemed to have been received:
 - 25.2.1 if delivered by hand, at the time it is left at the relevant address; and
 - 25.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 25.2.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

25.3 Any notice or other communication given to the Sellers shall be deemed to have been received only on actual receipt.

25.4 This clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Governing Law and Jurisdiction

26.1 This deed 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.

26.2 Each party irrevocably agrees that, subject as provided below, the courts of England 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 Sellers to take proceedings against the Chargor 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.

This agreement has been entered into as a deed on the date stated at the beginning of it.

SCHEDULE 1
Real Property

Leasehold premises at 60 Cyclops Street, Sheffield S4 8EH

SCHEDULE 2 - Events of Default


The following are events of default:

1. any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be); or
2. the Chargor is in breach of any of its obligations under this deed or under any other agreement between the Chargor and the Sellers, and that breach (if capable of remedy) has not been remedied to the satisfaction of the Sellers within five days of notice by the Sellers to the Chargor to remedy the breach; or
3. the Chargor and/or the Buyer:
 - 3.1 becomes unable to pay its debts as they fall due (and/or the value of the Chargor's and/or the Buyer's assets is less than the amount of its liabilities, taking into account the Chargor's and/or the Buyer's contingent and prospective liabilities); or
 - 3.2 commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - 3.3 makes a general assignment for the benefit of or a composition with its creditors; or
4. the Chargor and/or the Buyer passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets; or
5. a distress, execution, attachment or other legal process is levied or enforced on, or sued out against, all or any part of the assets of the Chargor and/or the Buyer and remains undischarged for seven days; or
6. a moratorium is declared in respect of any financial indebtedness of the Chargor and/or the Buyer; or
7. the Chargor and/or the Buyer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
8. there is a change of Control in the Chargor and/or the Buyer; or
9. any event occurs or proceedings are taken in relation to the Chargor and/or the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs 3 to 8 inclusive of this Schedule 2.

EXECUTED as a **DEED** by
ALLIED GLAZING SYSTEMS LIMITED
acting by Shaun William Joyce, a director,
in the presence of:-

)
)

) 

Witness Signature 
Name ALEX HALL
Address
Occupation LEGAL EXECUTIVE



Blacks Solicitors
2nd Floor, City Point
29 King Street
Leeds LS1 2HL

SIGNED and **DELIVERED** as a **DEED** by
CARL GEORGE BROADHURST
in the presence of:-

)
)

Witness Signature.....
Name.....
Address.....
Occupation.....

SIGNED and **DELIVERED** as a **DEED** by
ALISON JEANNE REED
in the presence of:-

)
)

Witness Signature.....
Name.....
Address.....
Occupation.....