



Registration of a Charge

Company name: **ANGLIAN GROUP LIMITED**

Company number: **02585581**



X99ZQU0P

Received for Electronic Filing: **24/07/2020**

Details of Charge

Date of creation: **24/07/2020**

Charge code: **0258 5581 0011**

Persons entitled: **ASO VICTORIA 3 S.A R.L**

Brief description: **REGISTERED LAND WITH TITLE NUMBER NK38389. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

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 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:

AMY WALKER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2585581

Charge code: 0258 5581 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2020 and created by ANGLIAN GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2020 .

Given at Companies House, Cardiff on 27th July 2020

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**

Date 24 July **2020**

**THE COMPANIES identified in schedule 1
as Original Chargors**

**ASO VICTORIA 3 S.A R.L
as Chargee**

SECURITY AGREEMENT AND GUARANTEE

**THIS DEED IS SUBJECT TO THE TERMS OF THE DEED OF PRIORITY AND THE
SUBORDINATION AGREEMENT**

MACFARLANES
LLP

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

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DATE

24 July

2020

PARTIES

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in part 1 of schedule 1 (*The Original Chargors*) (the “**Original Chargors**”); and
- 2 **ASO VICTORIA 3 S.A R.L.**, a company incorporated in Luxembourg with registered number B225199 whose registered office is 10 rue du Château d'eau, L-3364 Leudelange, Luxembourg (the “**Chargee**”).

BACKGROUND

- A The Chargors are entering into this deed in connection with the Loan Agreement and any other credit provided by the Chargee to the Chargors from time to time.
- B The Chargee and the Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- C This deed is subject to the provisions of the Deed of Priority and the Subordination Agreement.

IT IS AGREED as follows:

1 **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise provided in this deed, terms defined in the Loan Agreement shall have the same meaning where used in this deed.

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings:

Accounts: all accounts and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest;

Administrator: a person appointed in accordance with Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property;

Authorisation: an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

Barclays Security: (i) the guarantee and debenture dated 25 June 2019 in favour of Barclays Bank PLC and (ii) the fixed charge over accounts dated 19 September 2019 in favour of Barclays Bank PLC;

Business Day: any day (excluding Saturday or Sunday) on which banks in the City of London are open for business;

Charged Assets: all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them);

Chargor: an Original Chargor or an Additional Chargor;

Debts: all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due (including but not limited to debts in respect of inter-company loans made by a Chargor to another Chargor), owing or payable to any Chargor or in which any

Chargor has an interest and the proceeds of the same, including the benefit of any judgment or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same;

Deed of Priority: the deed of priority dated on or around the date of this deed between, amongst others, (1) Arbuthnot Commercial Asset Based Lending Limited, (2) Barclays Bank PLC, (3) the Chargee and (4) Anglian Windows Limited;

Equipment: all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same;

Event of Default: shall have the meaning given to it in clause 15.1 (*Enforcement Events*);

Finance Document: shall have the meaning given to such term in the Loan Agreement;

Floating Charge Assets: all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it);

Goodwill: all goodwill now or at any time hereafter (and from time to time) of or in a Chargor;

Insolvency Event: the occurrence of any of the events or circumstances set out in clauses 15.1.3–15.1.6 (inclusive);

Group: has the meaning given to such term in the Loan Agreement;

Insurance Policies: all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties;

Intellectual Property: all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest;

Loan Agreement: the loan agreement between Anglian Windows Limited (as borrower) and the Chargee (as lender) dated on or around the date of this agreement;

Loan Note Security: the security agreement and guarantee dated 24 June 2019 between, amongst others, Anglian Windows Limited and Alchemy Special Opportunities (Guernsey) Limited;

LPA: the Law of Property Act 1925;

Pension Fund Interests: all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pension fund;

Permitted Security:

(a) the Loan Note Security;

- (b) the Senior Security and any other Security permitted pursuant to the terms of the Senior Facilities Agreement; and
- (c) the Barclays Security.

Properties: all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor but excluding in each case Short Leasehold Properties;

Property Interests: all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor;

Receiver: a person appointed by the Chargee to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor;

Restrictions Notice: a “restrictions notice” as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

Secured Liabilities: all present and future moneys, liabilities and obligations owed by a Chargor to the Chargee, whether actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity whatsoever including but not limited to the obligations and liabilities owed under the Loan Agreement;

Securities: all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof;

Securities Issuer: the issuer of any Securities;

Security: a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect;

Security Period: the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

Senior Facilities: the facilities made available by the Senior Lender to certain Chargors pursuant to the Senior Facilities Agreement;

Senior Facilities Agreement: the senior facility agreement dated 25 June 2019 between Anglian Windows Limited and the Senior Lender;

Senior Lender: Arbuthnot Commercial Asset Based Lending Limited, as the lender under the Senior Facilities Agreement;

Senior Security: all Security granted by the Chargor in favour of the Senior Lender for the obligation and liabilities under and in connection with the Senior Facilities from time to time;

Short Leasehold Properties: all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by any Chargor under which that Chargor is obliged to pay a rack rent, save where the

continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of that Chargor;

Subordination Agreement: the subordination agreement dated on or around the date of this deed between, amongst others, (1) Arbuthnot Commercial Asset Based Lending Limited, (2) the Chargee and (3) the Chargor;

Subsidiary: has the meaning given to such term in the Loan Agreement;

Tax: any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

Trading Account: in relation to any Chargor:

- (a) any account detailed in schedule 2 (*Trading Accounts*); or
- (b) any other account which the Chargee and that Chargor have so designated;

Uncalled Capital: in relation to a Chargor, all the uncalled capital now or at any time hereafter (and from time to time) of that Chargor; and

Warning Notice: a “warning notice” as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

1.2.1 In this deed (unless the context requires otherwise) any reference to:

- 1.2.1.1 each Chargor, the Chargee, the Senior Lender, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements;
- 1.2.1.2 a Loan Agreement or any other agreement or instrument is a reference to that Loan Agreement or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of the Loan Agreement or this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Chargee;
- 1.2.1.3 “assets” includes present and future properties, revenues and rights of every description;
- 1.2.1.4 the Security constituted by this deed becoming “enforceable” shall mean that the Security created under this deed has become enforceable under clause 15.1 (*Enforcement events*);
- 1.2.1.5 “owned” includes having legal or equitable title to or a right to have legal or equitable title transferred;
- 1.2.1.6 “law” includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;

- 1.2.1.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;
- 1.2.1.8 a time of day is a reference to London time;
- 1.2.1.9 any gender includes a reference to the other genders;
- 1.2.1.10 the singular includes a reference to the plural and vice versa; and
- 1.2.1.11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed.

1.2.2 Clause and schedule headings are for ease of reference only.

1.3 **Nature of security over real property**

A reference in this deed to any freehold, leasehold or commonhold property includes:

- 1.3.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
- 1.3.2 the proceeds of sale of any part of that property; and
- 1.3.3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants.

1.4 **Secured Liabilities**

References in this deed to the Secured Liabilities shall be construed so as to include (i) any increase or reduction in any amount owed or made available under the Loan Agreement and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iii) any combination of any of the foregoing

2 **Covenant to pay; Further advances**

2.1 **Covenant to pay**

Each Chargor hereby covenants with the Chargee that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Chargee when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Chargee in relation to any such Secured Liabilities or generally in respect of the Chargors.

2.2 **Potential invalidity**

Neither the covenant to pay in clause 2.1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

2.3 **Further advances**

This deed secures further advances made under or pursuant to the terms of:

- 2.3.1 the Loan Agreement;

- 2.3.2 any other loan agreement or other document giving rise to a payment obligation entered into after the date of this agreement between a Chargor and the Chargee;

3 Guarantee and indemnity

3.1 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

- 3.1.1 guarantees to the Chargee punctual performance by each other Chargor of all that Chargor's obligations (in whatever capacity) under the Loan Agreement;
- 3.1.2 undertakes with the Chargee that whenever another Chargor does not pay any amount when due under or in connection with the Loan Agreement, that Chargor shall immediately on demand pay that amount as if it was the principal Chargor; and
- 3.1.3 agrees with the Chargee that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Chargee immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under the Loan Agreement on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this clause 3 if the amount claimed had been recoverable on the basis of a guarantee.

3.2 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Loan Agreement, regardless of any intermediate payment or discharge in whole or in part.

3.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Chargee in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this clause 3 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

3.4 Waiver of defences

The obligations of each Chargor under this clause 3 will not be affected by an act, omission, matter or thing which, but for this clause 3, would reduce, release or prejudice any of its obligations under this clause 3 (without limitation and whether or not known to it or the Chargee) including:

- 3.4.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;
- 3.4.2 the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor;
- 3.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- 3.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- 3.4.5 any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of the Loan Agreement or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under the Loan Agreement or other document or security;
- 3.4.6 any unenforceability, illegality or invalidity of any obligation of any person under the Loan Agreement or any other document or security; or
- 3.4.7 any insolvency or similar proceedings.

3.5 **Chargor Intent**

Without prejudice to the generality of clause 3.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Loan Agreement and/or any drawings under the Loan Agreement for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

3.6 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this clause 3. This waiver applies irrespective of any law or any provision of the Loan Agreement to the contrary.

3.7 **Appropriations**

Until all amounts which may be or become payable by the Chargors under or in connection with the Loan Agreement have been irrevocably paid in full, the Chargee (or any trustee or agent on its behalf) may:

- 3.7.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Chargee (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 3.7.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this clause 3.

3.8 **Deferral of Chargors' rights**

3.8.1 Until all amounts which may be or become payable by the Chargors under or in connection with the Loan Agreement have been irrevocably paid in full and unless the Chargee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Agreement or by reason of any amount being payable, or liability arising, under this clause 3:

- 3.8.1.1 to be indemnified by a Chargor;

- 3.8.1.2 to claim any contribution from any other Chargor of any Chargor's obligations under the Loan Agreement;
- 3.8.1.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee under the Loan Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Loan Agreement by the Chargee;
- 3.8.1.4 to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under clause 3.1 (*Guarantee and indemnity*);
- 3.8.1.5 to exercise any right of set-off against any Chargor; and/or
- 3.8.1.6 to claim or prove as a creditor of any Chargor in competition with the Chargee.
- 3.8.2 If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Chargee by the Chargors under or in connection with the Loan Agreement to be repaid in full on trust for the Chargee and shall promptly pay or transfer the same to the Chargee or as the Chargee may direct for application in accordance with clause 17.1 (*Application of proceeds*).

3.9 **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Chargee.

4 **Grant of security**

4.1 **Fixed security**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee hereby:

- 4.1.1 grants to the Chargee, a charge by way of legal mortgage over the Property which is listed in schedule 1 (*Key Property*);
- 4.1.2 charges to the Chargee, by way of first fixed charge, all its:
 - 4.1.2.1 Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 4.1.1;
 - 4.1.2.2 Properties acquired by it after the date of this deed;
 - 4.1.2.3 Property Interests;
 - 4.1.2.4 Equipment;
 - 4.1.2.5 Securities;
 - 4.1.2.6 Intellectual Property;
 - 4.1.2.7 Insurance Policies;

- 4.1.2.8 Accounts;
- 4.1.2.9 Debts;
- 4.1.2.10 Pension Fund Interests;
- 4.1.2.11 Goodwill and Uncalled Capital; and
- 4.1.2.12 Beneficial interests, claims and entitlements of it to any assets of any pension fund;
- 4.1.2.13 right, title and interest in and to any agreement, licence, permission, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 4.1.1 to 4.1.3 (inclusive); and
- 4.1.3 assigns to the Chargee absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies.
- 4.2 **Floating security**
 - 4.2.1 **Floating charge**

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Chargee by way of first floating charge all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clauses 4.1.1 to 4.1.3 (inclusive) above.
 - 4.2.2 **Qualifying floating charge**

Schedule B1 para 14 Insolvency Act 1986 (as inserted by s.248 and Schedule 16 Enterprise Act 2002) applies to the floating charge created by this deed.
 - 4.2.3 **Automatic conversion of floating charge**

Notwithstanding anything express or implied in this deed (save for clause 4.2.7 (*Moratorium*)) and without prejudice to any law which may have similar effect, if:

 - 4.2.3.1 an Event of Default has occurred; or
 - 4.2.3.2 any Chargor creates or attempts to create any Security (other than Permitted Security) or any trust in favour of another person over any Floating Charge Asset; or
 - 4.2.3.3 any Chargor disposes or attempts to dispose of any Floating Charge Asset (other than Permitted Security); or
 - 4.2.3.4 an Insolvency Event has occurred,

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case of clauses 4.2.3.2 and 4.2.3.3, over the relevant Floating Charge Asset.
 - 4.2.4 **Conversion of floating charge by notice**

Notwithstanding anything express or implied in this deed (save for clause 4.2.7 (*Moratorium*)), if:

 - 4.2.4.1 an Event of Default has occurred; or

4.2.4.2 the Chargee considers (in its sole discretion) that any Floating Charge Assets are in jeopardy,

the Chargee may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Chargee's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Chargee whatsoever).

4.2.5 **Assets acquired after any floating charge conversion**

Any asset acquired by any Chargor after any conversion of the floating charge created by this deed, in accordance with clauses 4.2.3 (*Automatic conversion of floating charge*) or 4.2.4 (*Conversion of floating charge by notice*) which but for such conversion would be subject to a floating charge shall, (unless the Chargee confirms in writing to the contrary) be charged to the Chargee by way of first fixed charge.

4.2.6 **Reconversion of fixed charge assets into floating charge assets**

The Chargee may at any time after any conversion of the floating charge created by this deed over any Charged Assets into a fixed charge in accordance with clauses 4.2.3 (*Automatic Conversion of floating charge*) or 4.2.4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

4.2.7 **Moratorium**

Unless s.A52(4) Insolvency Act 1986 allows, the floating charge created by this deed may not be converted into a fixed charge solely by reason of:

4.2.7.1 the obtaining of a moratorium; or

4.2.7.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

4.3 **Title documents**

Each Chargor shall within five Business Days of the execution of this deed deposit with the Chargee (and the Chargee shall during the continuance of this security be entitled to hold):

4.3.1 all deeds and documents of title relating to the Charged Assets as the Chargee may from time to time require; and

4.3.2 all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Chargee may from time to time require.

4.4 **Security notices**

Each Chargor shall as the Chargee may require from time to time:

4.4.1 give notice in the form set out in part 1 of schedule 3 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 4.1.3 (*Fixed security*) of its rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Chargee in the form set out in part 2 of schedule 3 (*Form of acknowledgement from insurers*); and

- 4.4.2 give notice in the form set out in part 1 of schedule 4 (*Form of notice of charge to third party bank*) to any bank, financial institution or other person of charging to the Chargee pursuant to clause 4.1.2.7 of its rights and interests under such accounts and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Chargee in the form set out in part 2 of schedule 5 (*Form of acknowledgement from third party bank*).

4.5 **Leasehold security restrictions**

- 4.5.1 There shall be excluded from the Security created by this deed, any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an **"Excluded Property"**) until the relevant condition or waiver has been satisfied or obtained.
- 4.5.2 For each Excluded Property, each relevant Chargor undertakes to:
- 4.5.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed or, if later, within five Business Days of the Chargor acquiring the Excluded Property and, to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;
- 4.5.2.2 upon request, keep the Chargee informed of its progress in obtaining such consent or waiver; and
- 4.5.2.3 forthwith upon receipt of such consent or waiver, provide the Chargee with a copy.
- 4.5.3 Immediately upon receipt of any consent or waiver referred to in clause 4.5.2, the relevant formerly Excluded Property shall stand charged to the Chargee under clause 4.1.1, clause 4.1.2.1 or clause 4.1.2.3 (*Fixed security*) as the case may be. If required by the Chargee at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Chargee shall require.

5 **Restrictions on dealing**

5.1 **Negative pledge and restriction on disposal**

Each Chargor hereby covenants with the Chargee that it will not at any time except with the prior consent of the Chargee:

- 5.1.1 create or purport to create or permit to subsist any Security other than Permitted Security on or in relation to the Charged Assets; or
- 5.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets.

5.2 **Land Registry restriction**

- 5.2.1 In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed each Chargor hereby consents to the entry of the following restriction on the register of its title to such Property if requested by the Chargee:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of ASO VICTORIA 3 S.A R.L. referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

- 5.2.2 Each Chargor authorises the Chargee to make any application which it deems appropriate for the designation of this deed or the Loan Agreement, as an exempt information document under rule 136 Land Registration Rules 2003 and will use its best endeavours to assist with any such application made by or on behalf of the Chargee. Each Chargor will notify the Chargee in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or the Loan Agreement, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

6 Debts and Accounts

6.1 Preservation of debts

Each Chargor shall not, save as permitted by the Chargee or in the ordinary course of its trading, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided.

6.2 Realising debts

Each Chargor shall:

- 6.2.1 as agent for the Chargee, collect in and realise all Debts in the ordinary course of its business, pay the proceeds into the Trading Accounts forthwith upon receipt and, pending that payment into the Trading Accounts, hold those proceeds in trust for the Chargee (in each case unless otherwise agreed with the Chargee); and
- 6.2.2 if called upon so to do by the Chargee, execute a legal assignment of the Debts to the Chargee in such terms as the Chargee may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred in such terms as the Chargee may require.

6.3 Accounts

- 6.3.1 All Accounts must be maintained with a bank or banks which have not been disapproved by the Chargee.
- 6.3.2 No Trading Account or other Account may be overdrawn at any time.
- 6.3.3 Any cash pooling, netting or similar arrangements entered into or to be entered into by one or more Chargors in respect of their Trading Accounts must be on terms which have not been disapproved by the Chargee.

6.4 Withdrawals

- 6.4.1 After the Security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Chargee on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Chargee.
- 6.4.2 For the avoidance of doubt, until the Security constituted by this deed has become enforceable, each Chargor may at any time withdraw from any

Trading Account any monies standing to the credit of that Trading Account without the prior consent of the Chargee.

7 Insurance

Each Chargor shall:

- 7.1 maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business;
- 7.2 duly and punctually pay all premiums in respect of such policies;
- 7.3 if requested by the Chargee, have the interests of the Chargee as mortgagee noted on the relevant policies;
- 7.4 if requested by the Chargee use its reasonable endeavours to procure that the insurer is obliged under the terms of each policy to give not less than 28 days' written notice to the Chargee of any intention to avoid those insurances; and
- 7.5 from time to time upon request by the Chargee, supply the Chargee with copies of all such insurance policies or certificates of insurance or such other evidence of the existence of such policies as may be reasonably acceptable to the Chargee.

8 Properties

Each Chargor hereby covenants with the Chargee that it will:

8.1 Maintenance

keep all buildings on each Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition;

8.2 Compliance with obligations

- 8.2.1 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subjected;
- 8.2.2 perform and observe all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Property or part of any Property is held; and
- 8.2.3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Properties;

8.3 Property acquisitions

if it acquires any Property:

- 8.3.1 immediately on request by the Chargee and at the cost of the Chargor, execute and deliver to the Chargee a legal mortgage in favour of the Chargee over that Property in such form as the Chargee may require (or such other Security in the jurisdiction where such property is located as the Chargee may require); and
- 8.3.2 comply with all registration requirements resulting from the acquisition of such Property and the creation of Security over such Property pursuant to this deed and the legal mortgage (or other Security) referred to above;

8.4 Preservation of property and fixtures

not without the prior consent of the Chargee:

- 8.4.1 pull down or remove the whole or any part of any buildings forming part of any Property;
- 8.4.2 make any material alterations to any Property; or
- 8.4.3 sever or unfix or remove any of the fixtures thereto (except for the purpose of effecting necessary repairs thereto);

8.5 **Maintenance of interests in Properties**

not without the prior consent of the Chargee or unless permitted in the Loan Agreement:

- 8.5.1 grant or agree to grant any licence or tenancy affecting any Property or part of a Property;
- 8.5.2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss.99 or 100 LPA; or
- 8.5.3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Property or any part thereof;

8.5.4 **Registration restrictions**

procure that no person shall be registered under the Land Registration Act 2002 as proprietor of any Property or any part thereof without the prior consent of the Chargee;

8.5.5 **Development restrictions**

not without the prior consent of the Chargee carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Property;

8.5.6 **No restrictive obligations**

not without the prior consent of the Chargee enter into any onerous or restrictive obligations affecting any Property or any part thereof or create or permit to arise any overriding interest or easement or right whatever in or over any Property or any part thereof;

8.5.7 **Proprietary rights**

procure that no person shall become entitled to assert any proprietary or other like right or interest over any Property or any part thereof without the prior consent of the Chargee;

8.6 **Inspection**

permit the Chargee, any Administrator and any Receiver and any person appointed by any of them to enter upon and inspect any Property upon reasonable prior notice.

9 **Equipment**

Each Chargor hereby covenants with the Chargee as follows:

9.1 **Maintenance of equipment**

to maintain the Equipment in good and serviceable condition (fair wear and tear excepted);

9.2 **Payment of equipment taxes**

promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and on demand produce evidence thereof to the Chargee;

9.3 **Equipment information**

to give the Chargee such information concerning the location, condition, use and operation of the Equipment as the Chargee may require and to permit any persons designated by the Chargee at all reasonable times to inspect and examine the Equipment and the records maintained in connection therewith;

9.4 **Notice of Charge**

if so requested by the Chargee, to place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording:

“NOTICE OF CHARGE

This [description of item] and ancillary equipment is subject to a fixed charge dated [] in favour of ASO VICTORIA 3 S.A R.L.”

10 **Intellectual Property**

Each Chargor hereby covenants with the Chargee as follows:

10.1 **Preservation of rights**

to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and if requested to do so by the Chargee, to sign or procure the signature of, and comply with all instructions of the Chargee in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this deed or the restrictions on disposal imposed by this deed; and

10.2 **Consents**

promptly to obtain any consent required for the creation of a fixed charge over any of the Intellectual Property if requested to do so by the Chargee.

11 **Securities**

11.1 **Registration of Securities**

The Chargee may at any time cause any or all of the Securities to be registered in the name of the Chargee or its nominee. Each Chargor agrees promptly to execute and deliver to the Chargee all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration.

11.2 **Additional registration obligations**

Each Chargor, upon request from the Chargee, hereby:

11.2.1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Chargee or its nominee or to a purchaser upon enforcement of this deed; and

- 11.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Chargee may require in order to permit such a transfer.

11.3 **Dividends and voting rights prior to enforcement**

Until the security constituted by this deed becomes enforceable:

- 11.3.1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit;
- 11.3.2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Chargee or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor;
- 11.3.3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not prejudice the Security created under this deed or the value of the Securities; and
- 11.3.4 the Chargee will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Chargee or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with such directions would not prejudice the Chargee's security under this deed or the value of the Securities.

11.4 **Dividends and voting rights post enforcement**

After the security constituted by this deed has become enforceable:

- 11.4.1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Chargee or, if received by the Chargee or its nominee, shall be retained by the Chargee; and
- the Chargee may exercise, or direct the exercise (or refrain from exercising or directing the exercise) of, all voting and other rights and powers attaching to the Securities as the Chargee may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Chargee concerning the exercise of such rights and powers.

11.5 **Warning Notice or Restrictions Notice**

- 11.5.1 Each Chargor represents and warrants to the Chargee that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect.
- 11.5.2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Chargee promptly upon receipt.

11.6 **Additional undertakings**

Each Chargor further undertakes to the Chargee that it shall:

- 11.6.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged

by the Chargors that the Chargee shall be under no liability whatsoever in respect of any such calls, instalments or other moneys;

- 11.6.2 not without the Chargee's prior consent or unless permitted under the Loan Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities;
- 11.6.3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will:
 - 11.6.3.1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way;
 - 11.6.3.2 issue any new shares or stock (other than as permitted under the Loan Agreement);
 - 11.6.3.3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Chargee or a Chargor in accordance with this deed; and
- 11.6.4 promptly give notice of this deed to any custodian of any Securities in any form which the Chargee may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Chargee may reasonably require.

12 **Uncalled Capital**

Each Chargor further covenants with the Chargee that it will not, without the consent of the Chargee, call up, or receive in advance of calls, any Uncalled Capital and it will apply all proceeds of any Uncalled Capital, immediately on receipt, towards the discharge of the Secured Liabilities.

13 **Representations and warranties**

13.1 **General**

Each Chargor makes the representations and warranties set out in this clause 13 to the Chargee in accordance with clause 13.9 (*Times when representations made*).

13.2 **Status**

- 13.2.1 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- 13.2.2 It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted and is capable of being sued in its own right and is not subject to any immunity from any proceedings.

13.3 **Binding obligations**

- 13.3.1 The obligations expressed to be assumed by it in the Loan Agreement to which it is a party are legal, valid, binding and enforceable obligations.
- 13.3.2 Without limiting the generality of clause 13.3.1, the Loan Agreement to which it is a party creates the security interests which the Loan Agreement purports to create and those security interests are valid and effective.

13.4 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Loan Agreement and the granting of the Security do not and will not conflict with:

- 13.4.1 any law or regulation applicable to it;
- 13.4.2 the constitutional documents of it or any of its Subsidiaries; or
- 13.4.3 any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets or constitute a default or termination event (however described) under any such agreement or instrument.

13.5 **Power and authority**

- 13.5.1 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Loan Agreement to which it is or will be a party and the transactions contemplated by the Loan Agreement.
- 13.5.2 No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Loan Agreement to which it is a party.

13.6 **Validity and admissibility in evidence**

All Authorisations required or desirable:

- 13.6.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Loan Agreement to which it is a party;
- 13.6.2 to create the Security constituted by the Loan Agreement to which it is party and to ensure that such Security has the ranking specified therein; and
- 13.6.3 to make the Loan Agreement to which it is a party admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect.

13.7 **Governing law and enforcement**

- 13.7.1 The choice of governing law of each of the Loan Agreement to which it is a party will be recognised and enforced in each of its Relevant Jurisdictions.
- 13.7.2 Any judgment obtained in relation to the Loan Agreement to which it is a party in the jurisdiction of the governing law of that Loan Agreement will be recognised and enforced in each of its Relevant Jurisdictions.

13.8 **Pari passu ranking**

Its payment obligations under the Loan Agreement rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

13.9 **Times when representations made**

The representations and warranties set out in this clause 13 are made on the date of this deed (in the case of each Original Chargor) and will be deemed to be repeated by each Chargor on the first day of each Interest Period, in each case by reference to the facts and circumstances then existing.

13.10 **Notice of breach**

Each Chargor will promptly upon becoming aware of the same give the Chargee notice in writing of any breach of any representation or warranty set out in this clause 13.

14 **Power to remedy**

14.1 If a Chargor is at any time in breach of any of its obligations contained in this deed, the Chargee shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Chargee and its agents to do all things necessary or desirable in connection therewith.

14.2 The rights of the Chargee contained in this clause 14 are without prejudice to any other rights of the Chargee hereunder and the exercise by the Chargee of its rights under this clause shall not make the Chargee liable to account as a mortgagee in possession.

15 **Enforcement**

15.1 **Enforcement events**

15.1.1 If any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by any Chargor (whether on demand or at scheduled maturity or by acceleration or otherwise as the case may be); or

15.1.2 if a Chargor shall be in breach of any of the obligations binding on the Chargor under this deed or under any other agreement between the relevant Chargor and the Chargee and such breach (if capable of remedy) has not been remedied to the satisfaction of the Chargee before the expiry of 14 days after notice calling upon the Chargor to do so has been given by the Chargee; or

15.1.3 if any Chargor becomes unable to pay its debts as they fall due (and/or the value of any Chargor's assets is less than the amount of its liabilities, taking into account any Chargor's contingent and prospective liabilities), commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors; or

15.1.4 if any Chargor 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 and assets; or

15.1.5 if a distress, execution, attachment or other legal process is levied or enforced upon or sued out against all or any part of the assets of any Chargor and remains undischarged for seven days; or

15.1.6 an Insolvency Event (as defined in the Loan Agreement) occurs in respect of any Chargor,

(each an "**Event of Default**"),

after the security constituted by this deed has become enforceable, the powers of sale under the LPA and all other powers of the Chargee shall immediately be exercisable and the Chargee may in its absolute discretion enforce all or any part of the security created by this deed as it sees fit.

15.2 **Statutory power of sale**

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable

for that purpose), provided that the Chargee shall not exercise such power of sale until the security constituted by this deed has become enforceable.

15.3 Extension of statutory powers

15.3.1 Any restriction imposed by law on the power of sale (including under s.103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s.93 LPA) does not apply to the security constituted by this deed and the Chargee or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same.

15.3.2 Any powers of leasing conferred on the Chargee or any Receiver by law are extended so as to authorise the Chargee or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss.99 or 100 LPA).

15.4 No obligation to enquire

No person dealing with the Chargee, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire:

15.4.1 whether the security constituted by this deed has become enforceable;

15.4.2 whether any power exercised or purported to be exercised has become exercisable;

15.4.3 whether any money remains due under the Loan Agreement;

15.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or

15.4.5 how any money paid to the Chargee, Administrator or Receiver, or its agents or brokers is to be applied.

15.5 No liability as mortgagee in possession

None of the Chargee, any Administrator or any Receiver shall be liable:

15.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or

15.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

15.6 Power to dispose of chattels

After the security constituted by this deed has become enforceable, the Chargee, any Administrator or any Receiver may dispose of any chattels or produce found on any Property as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Chargee, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal.

15.7 Redemption of prior Security

At any time after the security constituted by this deed shall have become enforceable the Chargee may:

- 15.7.1 redeem any prior Security;
- 15.7.2 procure the transfer thereof to itself; and/or
- 15.7.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Chargee to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Chargee on current account and shall bear interest and be secured as part of the Secured Liabilities.

16 **Administrator and Receiver**

16.1 **Appointment of Administrator or Receiver**

At:

- 16.1.1 any time after the Security constituted by this deed becomes enforceable (whether due to an Event of Default or otherwise);
- 16.1.2 any time after any corporate action or any other steps are taken or legal proceedings started by or in respect of any Chargor with a view to the appointment of an Administrator; or
- 16.1.3 the request of the relevant Chargor,

the Chargee may without further notice, under seal or by writing under hand of a duly authorised officer of the Chargee:

- 16.1.3.1 appoint any person or persons to be an Administrator of any Chargor; or
- 16.1.3.2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 16.1.3.3 (subject to s.45 Insolvency Act 1986) from time to time remove any person appointed to be a Receiver and appoint another in his place.

16.2 **Moratorium**

Unless s.A52(4) Insolvency Act 1986 allows, the Lender is not entitled to appoint a Receiver solely by reason of:

- 16.2.1 the obtaining of a moratorium; or
- 16.2.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

16.3 **More than one appointment**

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Chargee specifies to the contrary).

16.4 **Additional powers**

- 16.4.1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Chargee under

the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s.109 LPA or otherwise.

- 16.4.2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Chargee notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

16.5 **Agent of the relevant Chargor**

- 16.5.1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 16.5.2 The Chargee will not incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver.

16.6 **Powers of Administrator and Receiver**

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, and an Administrator shall have in addition to the powers he enjoys under Schedule B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed):

- 16.6.1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Schedule 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 16.6.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 16.6.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do; and
- 16.6.4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit; and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor)).

17 **Amounts received**

17.1 **Application of proceeds**

Any Receiver shall apply all monies received by him (other than insurance monies):

- 17.1.1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets;
- 17.1.2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him;
- 17.1.3 thirdly in paying his remuneration (as agreed between him and the Chargee);
- 17.1.4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as the Chargee shall determine; and

17.1.5 finally in paying any surplus to the Chargors or any other person entitled to it.

17.2 Section 109(8) Law of Property Act 1925

Neither the Chargee nor any Receiver or Administrator shall be bound (whether by virtue of s.109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

17.3 Currencies of denomination

For the purpose of or pending the discharge of any of the Secured Liabilities the Chargee may convert any monies received, recovered or realised by the Chargee under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Chargee may think fit and any such conversion shall be effected at the then prevailing spot selling rate of exchange.

17.4 Suspense account

All monies received recovered or realised by the Chargee under this deed may at the discretion of the Chargee be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Chargee thinks fit pending the application from time to time (as the Chargee shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

17.5 New accounts

If the Chargee receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Chargee may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Chargee's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Chargee does not open a new account or accounts immediately on receipt of such notice then unless the Chargee gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Chargee all payments made by the relevant Chargor to the Chargee in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities.

17.6 Chargee set-off rights

If the Chargee shall have more than one account for any Chargor in its books the Chargee may at any time after the security constituted by this deed has become enforceable or the Chargee has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Chargee shall notify the relevant Chargor of the transfer having been made.

18 Power of attorney and delegation

18.1 Power of attorney

Each Chargor hereby by way of security irrevocably appoints the Chargee and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise and after the occurrence of an Event of Default to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument, notice or act which such Administrator or Receiver or the Chargee may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this deed. The

power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

18.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm:

18.2.1 all transactions entered into by the Chargee and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed; and

18.2.2 all transactions entered into by the Chargee and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

18.3 The Chargee and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation.

19 Protection of security and further assurance

19.1 Independent security

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

19.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

19.3 No waivers; rights cumulative

No failure to exercise, nor delay in exercising, on the part of the Chargee, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Chargee provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

19.4 No Chargor set-off

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this deed).

19.5 Further assurance

19.5.1 Each Chargor shall, promptly upon request by the Chargee or any Receiver or Administrator, at its own expense, take whatever action the Chargee or a Receiver or Administrator may require for:

19.5.1.1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed;

19.5.1.2 facilitating the realisation of any Charged Asset;

- 19.5.1.3 exercising any right, power or discretion conferred on the Chargee, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset; or
- 19.5.1.4 creating and perfecting security in favour of the Chargee (equivalent to the security intended to be created by this deed) over any assets of any Chargor located in any jurisdiction outside England and Wales.
- 19.5.2 This includes:
 - 19.5.2.1 the re-execution of this deed;
 - 19.5.2.2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee; and
 - 19.5.2.3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Chargee (or the Receiver or Administrator, as appropriate) may think expedient.

20 **Costs and indemnity**

- 20.1 Each Chargor shall pay or reimburse to the Chargee and any Administrator or Receiver on demand, on a full indemnity basis, all costs, charges and expenses (including legal fees) in any way incurred by the Chargee and/or the Administrator and/or the Receiver in relation to this deed or the Charged Assets or in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's rights under this deed or in suing for or recovering any of the Secured Liabilities (including, without limitation, the costs of any proceedings in relation to this deed or the Secured Liabilities).
- 20.2 Each Chargor hereby agrees to indemnify and hold harmless the Chargee and any Administrator and any Receiver from and against all actions, claims, expenses, demands and liabilities, whether arising out of contract or in tort or in any other way, which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers pursuant to this deed and the Loan Agreement.

21 **Miscellaneous**

21.1 **Certificates conclusive**

A certificate or determination by the Chargee as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error.

21.2 **Notice of assignment**

This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in the Loan Agreement.

21.3 **Financial collateral**

- 21.3.1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors 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

(SI 2003 no. 3226)), the Chargee shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

21.3.2 For the purpose of clause 21.3.1, the value of the financial collateral appropriated shall be such amount as the Chargee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

21.4 **Severability**

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

21.5 **Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Loan Agreement and of any side letters between any parties in relation to the issuance of the Loan Agreement are incorporated in this deed to the extent required to ensure that any purported disposition of Charged Assets contained in this deed is a valid disposition in accordance with s.2(1) Law of Property (Miscellaneous Provisions) Act 1989.

21.6 **Third party rights**

Save as expressly provided to the contrary in the Loan Agreement, a third party (being any person other than the Chargors and the Chargee and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of the Loan Agreement, the consent of such third party is not required to rescind or vary this deed at any time.

21.7 **Joint and several liability**

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly.

21.8 **Trustee Act 2000**

The Chargors and the Chargee agree that the Chargee shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000.

22 **Demands and notices**

22.1 **Mode of service**

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Chargee under or in connection with this deed may be left at any of the addresses referred to in clause 22.2 (*Addresses*) or sent there by first class post or facsimile. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

22.2 **Addresses**

The addresses referred to in clause 22.1 (*Mode of service*) are:

22.2.1 the Chargee's registered office or if the Chargee has given written notice to the Chargors of any other address for service, the most recent address so notified; and

- 22.2.2 the relevant Chargor's registered office or if the relevant Chargor has given written notice to the Chargee of any other address for service, the most recent address so notified.
- 22.3 **Proof of service**
- In proving service of a document it shall be sufficient to prove that it was left at the relevant location or that it was properly addressed, stamped and posted or transmitted by facsimile.
- 22.4 **Deemed service**
- Any demand or notice:
- 22.4.1 if left at the relevant address, shall be deemed given when so left;
- 22.4.2 if sent by post, shall be deemed given when it would be delivered in the normal course of post; and
- 22.4.3 if sent by facsimile before 5.00 pm on a Business Day in the place of receipt, shall be deemed given on that day, and if so sent at any other time shall be deemed given at the opening of normal business hours on the next following Business Day.
- 23 **Assignment and transfer**
- 23.1 **Assignment by Chargee**
- The Chargee may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person.
- 23.2 **Assignment by Chargor**
- No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.
- 24 **Release of Security**
- 24.1 **Release**
- Subject to clause 24.3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Chargee shall, at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the Security constituted by this deed and re-assign the Charged Assets to the relevant Chargor(s).
- 24.2 **Avoidance of payments and reinstatement**
- If any payment by any Chargor or any discharge given by the Chargee (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the opinion of the Chargee) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:
- 24.2.1 the liability of each Chargor will continue as if the payment, discharge, avoidance or reduction had not occurred;
- 24.2.2 the Chargee will be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred; and
- 24.2.3 the Chargee shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred.

24.3 **Discharge conditional**

Any release, discharge or settlement between any Chargor and the Chargee shall be deemed conditional upon no payment or security received by the Chargee in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

24.3.1 the Chargee or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Chargee shall deem necessary to provide the Chargee with security against any such avoidance or reduction or order for refund; and

24.3.2 the Chargee shall be entitled to recover the value or amount of such security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Chargee accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent.

25 **Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

26 **Jurisdiction of English courts**

26.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”).

26.2 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.

26.3 This clause 26 is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

27 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by the Original Chargors and is intended to be and is hereby delivered as a deed on the day and year first above written and has been signed on behalf of the Chargee.

SCHEDULE 1

PART 1

The Original Chargors

Name and registered number	Registered Office
Anglian Home Improvements Group Limited (09905204)	Liberator Road, Liberator Road, Norwich, England, NR6 6EU
Anglian Group (Investments) Limited (04170924)	Liberator Road, Liberator Road, Norwich, England, NR6 6EU
Anglian Group Limited (02585581)	Liberator Road, Liberator Road, Norwich, England, NR6 6EU
Anglian Windows Limited (02540020)	Liberator Road, Liberator Road, Norwich, England, NR6 6EU

PART 2

Key Property

59 Hurricane Way, Norwich Airport Industrial Estate, Norwich, NR6 6JB registered at Land Registry with Title Number NK38389

SCHEDULE 2
Trading Accounts

Chargor	Bank	Account name	Account number	Sort code
Anglian Group (Investments) Limited	Barclays	ANGLIAN GRP (INVEST)		
Anglian Windows Ltd	Barclays	ANGLIAN WND LTD		
Anglian Windows Ltd	Barclays	ANGLIAN W TRANSFERS		
Anglian Windows Ltd	Barclays	ANGLIAN WIND LTD BPA		
Anglian Windows Ltd	Barclays	ANGLIAN WND RET		

SCHEDULE 3

PART 1

Form of notice to insurers

From: [relevant Chargor] (the “**Company**”)

To: [insurer]

Date:

Dear Sirs

We refer to the [describe policy and its number] (the “**Policy**”).

We hereby give notice that, pursuant to a security agreement dated [] 2020 (the “**Security Agreement**”), we have assigned to ASO VICTORIA 3 S.A R.L. (as defined therein) (the “**Chargee**”) all our right, title, interest and benefit in and to the Policy.

We irrevocably authorise and instruct you from time to time:

- (a) to disclose to the Chargee without any reference to or further authority from us (and without any enquiry by you as to the justification for each disclosure), such information relating to the Policy as the Chargee may at any time and from time to time request;
- (b) to hold all sums from time to time due and payable by you to us under the Policy to the order of the Chargee;
- (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policy only in accordance with the written instructions given to you by the Chargee from time to time;
- (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Policy, the sums payable to us from time to time under the Policy or the debts represented thereby which you receive at any time from the Chargee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
- (e) if requested to send copies of all notices and other information given or received under the Policy to the Chargee.

We are not permitted to receive from you, otherwise than through the Chargee, any amount in respect of or on account of the sums payable to us from time to time under the Policy or to agree any amendment or supplement to, or waive any obligation under, the Policy without the prior written consent of the Chargee.

This notice may only be revoked or amended with the prior written consent of the Chargee.

Please confirm by completing the enclosed acknowledgement and returning it to the Chargee (with a copy to us) that:

- (a) you accept the instructions and authorisations contained in this notice;
- (b) you have not, at the date the enclosed acknowledgement is returned to the Chargee, received any notice that any third party has or will have any right or interest in, or has made, or will be

making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and you will notify the Chargee promptly if you should do so in future;

- (c) you will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Chargee from time to time;
- (d) you will not exercise any right to terminate, cancel or waive the Policies without first giving 28 days' written notice to the Chargee; and
- (e) that the Chargee's interest as mortgagee is noted on the Policy.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
[]

Form of acknowledgement from insurers

From: [insurer]

To: ASO VICTORIA 3 S.A R.L.

(the “**Chargee**”)

Date:

Dear Sirs

We acknowledge receipt of a notice dated [] (the “**Notice**”) and addressed to us by [] (the “**Company**”) regarding the Policy (as defined in the Notice).

- (a) we accept the instructions and authorisations contained in the Notice;
- (b) we have not, at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and we will notify the Chargee promptly if you should do so in future;
- (c) we will pay or release all or part of the amounts from time to time due and payable by us under the Policy in accordance with the written instructions given to us by the Chargee from time to time;
- (d) we will not exercise any right to terminate, cancel or waive the Policies without first giving 28 days’ written notice to the Chargee; and
- (e) the Chargee’s interest as mortgagee is noted on the Policy.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

[insurer]

SCHEDULE 4

PART 1

Form of notice of charge to third party bank

To: [name and address of third party bank]

Attention: []

Date:

Dear Sirs

We hereby give you notice that by a security agreement dated [] 2020 (the “**Security Agreement**”) (a copy of which is attached) we have charged to ASO VICTORIA 3 S.A R.L. (the “**Chargee**”) all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

[] (together the “**Accounts**”)

We hereby irrevocably instruct and authorise you:

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account;
- 2 to disclose to the Chargee, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Chargee may, at any time and from time to time, request you to disclose to it;
- 3 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Chargee;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Chargee at any time and from time to time; and
- 5 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Chargee without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

By counter-signing this notice, the Chargee confirms that we may make withdrawals from the Accounts until such time as the Chargee shall notify you in writing that their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Chargee.

These instructions cannot be revoked or varied without the prior written consent of the Chargee.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Chargee with a copy to ourselves.

Yours faithfully

By:
for and on behalf of
[*relevant Chargor*]

Counter-signed by:

.....
for and on behalf of
ASO VICTORIA 3 S.A R.L.
as Chargee

PART 2

Form of acknowledgement from third party bank

To: [name and address of Chargee]

Date:

Dear Sirs

We confirm receipt of a notice dated [] 20[] (the "**Notice**") from [relevant Chargor] (the "**Company**") of a charge, upon the terms of a Security Agreement dated [], over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

[] (together the "Accounts")

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms;
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
- 3 [we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;]
- 4 until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and
- 5 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
[third party bank]

SIGNATORIES (TO SECURITY AGREEMENT)

The Chargors

EXECUTED as a DEED)
by ANGLIAN HOME IMPROVEMENTS)
GROUP LIMITED)

acting by ... STEPHEN STINE)
a director)

in the presence of:)

Witness: Signature:

Name: BENJAMIN DAVIL

Address:

Occupation:

EXECUTED as a DEED)
by ANGLIAN GROUP)
(INVESTMENTS) LIMITED)

acting by ... STEPHEN STONE)
a director)

in the presence of:)

Witness: Signature:

Name: BENJAMIN DAVIL

Address: ..

Occupation: ..

EXECUTED as a DEED)
by ANGLIAN GROUP LIMITED)
acting by STEPHEN STONE)
a director)

in the presence of:

Witness: Signature:
Name:
Address:
Occupation:

EXECUTED as a DEED)
by ANGLIAN WINDOWS LIMITED)
acting by STEPHEN STONE)
a director)

in the presence of:

Witness: Signature:
Name: BENJAMIN DAVE
Address:
Occupation:

The Chargee

EXECUTED and DELIVERED as a)
DEED by ASO VICTORIA 3 S.A R.L.)
acting by)
a member)

in the presence of:

Witness: Signature:
Name:
Address:
Occupation:

EXECUTED as a DEED)
by **ANGLIAN GROUP LIMITED**)
)
acting by)
a director)
)

in the presence of:

Witness: Signature:
 Name:
 Address:
 Occupation:

EXECUTED as a DEED)
by **ANGLIAN WINDOWS LIMITED**)
)
acting by)
a director)
)

in the presence of:

Witness: Signature:
 Name:
 Address:
 Occupation:

The Chargee

EXECUTED and DELIVERED as a)
DEED by ASO VICTORIA 3 S.A R.L.)
)
acting by Ms Gaelle Violette)
a member of the Board of Managers)
)

in the presence of:

Witness: Signature:
 Ms Maria Daousi
 Name:
 Address:
 Occupation: