



Registration of a Charge

Company name: **ADVANCED INSULATION SYSTEMS LIMITED**

Company number: **02405903**



X9BTQF4G

Received for Electronic Filing: **20/08/2020**

Details of Charge

Date of creation: **20/08/2020**

Charge code: **0240 5903 0009**

Persons entitled: **INVESTEC ASSET FINANCE PLC**

Brief description:

Contains fixed charge(s).

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: **VICTORIA ELMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2405903

Charge code: 0240 5903 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th August 2020 and created by ADVANCED INSULATION SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2020 .

Given at Companies House, Cardiff on 21st August 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

Dated *20th August* 2020

**ADVANCED INSULATION SYSTEMS LIMITED
INVESTEC ASSET FINANCE PLC**

CHattel MORTGAGE

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Between

- (1) Advanced Insulation Systems Limited (registered in England with company number 02405903) and whose registered address is at Unit E Quedgeley West Business Park, Bristol Road, Gloucester, GL2 4PA (**Company**); and
- (2) Investec Asset Finance plc (registered in England with company number 02179313) and whose registered address is at Reading International Business Park, Reading, RG2 6AA (**Lender**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Assets means the plant, machinery, goods, chattels or other equipment (whether already acquired or to be acquired pursuant to the terms of the Contract) specified in Schedule 1 hereto (including all, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such goods or chattels) and any and all substitutions, alterations, replacements, renewals and additions made for or, in or to the same or any part of the same after the date of this Deed and, where the context so permits, any part or parts of them

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

Contract means each document governing or evidencing the terms of the purchase, supply, delivery, construction and/or installation of the Assets entered into or to be entered into by the Company

Default Rate means the highest rate of interest or default interest payable under any of the Finance Documents

Event of Default means any event or circumstance specified as an event of default under any of the Finance Documents

Finance Document means each document governing or evidencing the terms of the Secured Obligations, or any of them

Financial Indebtedness means any indebtedness for or in respect of:

- (a) monies borrowed
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument

- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the generally accepted accounting principles in the United Kingdom, be treated as a finance or capital lease
 - (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)
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- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account)
 - (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution
 - (h) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 60 Business Days after the date of supply
 - (i) any amount raised under any other transaction (including any forward sale or purchase agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing and

the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i)

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of the Company (which may now or in the future subsist)

Legal Reservations means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction

Markings means labels, plates or markings

Material Adverse Effect means a material adverse effect on:

- (a) the ability of the Company to perform its obligations under any of the Finance Documents or
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- (b) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to this Deed or the rights or remedies of the Lender under any of the Finance Documents

Notice means the Notice addressed to the Supplier as detailed at Schedule 2

Party means a party to this Deed

Secured Obligations means all monies and liabilities now or after the date of this Deed due owing or incurred by the Company to the Lender whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender

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

Security Period means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full

Receiver means any receiver, manager or administrative receiver appointed by the Lender pursuant to this Deed in respect of the Company or any of the Assets

Relevant Jurisdiction means, in relation to the Company:

- (a) its jurisdiction of incorporation
- (b) any jurisdiction where any Asset is situated and
- (c) any jurisdiction where it conducts its business

Supplier means the supplier of the Assets

Treasury Transactions means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) the Lender, the Company, any Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);
 - (iii) this Deed, any document entered into under or in connection with this Deed, or any other agreement or instrument is a reference to this Deed, that document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally);
 - (iv) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is
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assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) **a person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;
 - (vii) **a regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (viii) **a provision of law** is a reference to a provision, of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before or after the date of this Deed;
 - (ix) **a time of day** is a reference to London time;
 - (x) **the term dispose** includes any sale, lease, licence, transfer or loan;
 - (xi) **sterling** and **£** shall be construed as a reference to the lawful currency of the United Kingdom.
- (b) Clause and schedule headings are for ease of reference only.
 - (c) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.
 - (d) An Event of Default is **continuing** if it has not been waived by the Lender or remedied to the satisfaction of the Lender.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it.
- (b) Unless expressly provided to the contrary in this Deed the consent of any person who is not a Party is not required to rescind or vary this Deed or any other document entered into under or in connection with it.

2 Covenant to pay

The Company covenants with the Lender to pay and discharge the Secured Obligations when they become due for payment and discharge.

3 Charging provisions

3.1 The Company charges and assigns absolutely and unconditionally to the Lender with full title guarantee, by way of mortgage, all of its right, title and interest in and to the Assets, together with the benefit of:

(a) the Contracts;

(b) all agreements, instruments and rights relating to the Assets; and

(c) all maintenance and/or service agreements and all Intellectual Property relating to the Assets.

3.2 All Security created by the Company under clause 3.1 is:

(a) a continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Assets and Contracts; and

(d) granted in favour of the Lender.

3.3 Notwithstanding the terms of clause 3.1, the Company shall perform all its obligations under the Contracts and all other agreements (including all maintenance and/or service agreements) relating to the Assets.

3.4 The Company shall promptly serve the Notice on the Supplier that the Contracts have been assigned by way of security in favour of the Lender and arrange for the Supplier to acknowledge such Notice .

4 Continuing security

4.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Company or any other person of the whole or any part of the Secured Obligations.

4.2 The Security constituted by this Deed:

(a) is in addition to any other Security which the Lender may hold at any time for the Secured Obligations (or any of them); and

(b) may be enforced without first having recourse to any other rights of the Lender.

5 Negative pledge

5.1 The Company shall not create or permit to subsist any Security over any of the Assets and/or the Contracts.

5.2 The Company shall not sell, transfer or otherwise dispose of any of the Assets on terms whereby they are or may be leased to or re-acquired by the Company in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

5.3 The Company shall not assign or transfer its rights or obligations under the Contracts and all other agreements (including any maintenance and/or service agreements) relating to the Assets

5.4 Clauses 5.1, 5.2 and 5.3 do not apply to any Security or arrangement which is permitted by the Lender in writing.

6 Restrictions on disposals

6.1 The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any of the Assets.

6.2 Clause 6.1 does not apply to any disposal which is permitted by the Lender in writing.

7 Further assurance

7.1 The Company shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may specify (and in such form as the Lender may require) in favour of the Lender or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law;
- (b) to confer on the Lender Security over any of the Assets and/or the Contracts located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) (if an Event of Default is continuing) to facilitate the realisation of the Assets.

7.2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

7.3 Any document required to be executed by the Company under this clause 7 will be prepared at the cost of the Company.

8 Undertakings

The Company covenants to the Lender in accordance with this clause 8. The undertakings in this clause 8 shall remain in force during the Security Period.

8.1 Access

The Company will permit the Lender and such person or persons as it shall nominate at all reasonable times and on reasonable notice to enter on any premises of the Company:

- (a) to inspect the Assets, including any Markings, and/or Contracts;
- (b) to effect such repairs to the Assets as the Lender considers necessary or desirable; and
- (c) generally to do all such acts as the Lender considers necessary or desirable in connection with this Deed.

8.2 Identification

Within 5 Business Days of a request to do so by the Lender, the Company will affix to, and maintain in a visible place on each of the Assets specified in such request a notice in the following terms:

"Notice of Charge

This ♦ and all additions to it and ancillary equipment are subject to a mortgage in favour of *Investec Asset Finance plc*."

The Company shall not conceal, alter or remove such notice or permit it to be concealed, altered or removed.

8.3 Documents of title

At the Lender's request, the Company shall deposit with the Lender all Contracts, invoices, documents of title, guarantees, insurance policies, maintenance and/or service agreements and ancillary documents relating to the Assets.

8.4 Payment

The Company shall punctually pay:

- (a) the rent, rates, assessments, charges, impositions, outgoings and taxes in respect of all premises of the Company; and
- (b) all licence fees, duties, registration charges and all outgoings in respect of the Assets and the Contracts and keep or cause the Assets to be kept from being distrained for recovery or from being taken under any execution and shall at all times on demand produce or cause to be produced to the Lender or its authorised agents the receipt for such payments and in default it shall be lawful (but not obligatory) for the Lender to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of the premises or the Assets and the Company shall repay the same to the Lender on demand, together with any interest charged thereon.

8.5 Possession

The Company shall keep the Assets permanently in its sole and exclusive possession at the location specified at such premises as the Lender shall authorise in writing and shall not in any event take any of the Assets out of England and Wales.

8.6 Order and permissions

The Company shall produce promptly to the Lender the original of any order, direction, requisition, permission, notice, proceedings, or matter whatsoever affecting or likely to affect the Assets, Contracts and/or any premises of the Company, served upon the Company by any third party, together with full particulars of such notice. The Company shall promptly, at its own cost, comply with the same and shall, if so required by the Lender, at the Company's own cost, make or join in making such objections or representations against or in respect of the contents of any such notice as the Lender may deem expedient or desirable.

8.7 Repair

The Company shall keep the Assets in good and substantial repair and condition and in working order and will replace any parts of the Assets as may be destroyed, damaged or worn out with new parts of at least similar quality and of at least equal value. The Company shall carry out such repairs to or replacement of the Assets as the Lender shall consider necessary or desirable. If the Company fails to carry out such repairs, the Lender may, but shall not be obliged, to do so (at the expense of the Company).

8.8 Value Added Tax

The Company shall pay to the Lender on demand the amount of any Value Added Tax which may be payable in respect of any sums payable by the Company to the Lender under or secured by this Deed or pursuant to the exercise by the Lender of any of its rights under this Deed and the Company shall pay to the Lender on demand an amount equal to any Value Added Tax or other sums payable or incurred by the Lender under or pursuant to the Value Added Tax Act 1994 or any regulations made thereunder or otherwise in consequence of its having entered into this Deed or any transaction secured by this Deed or exercising any of its rights under this Deed. The Company shall indemnify the Lender against any liability in respect of Value Added Tax.

8.9 Yield up

At any time after the Lender shall have demanded payment of any monies secured by this Deed or if the Company defaults in the performance of any of its obligations under this Deed the Company will allow the Lender, without further notice or further demand, immediately to put into force and exercise all rights, powers and remedies possessed by it and in particular (but without limitation) to take possession of the Assets and for that purpose to enter upon any land or buildings where the Assets are or are reasonably thought to be situated without being liable to the Company for or by reason of such entry.

8.10 Insurance

- (a) The Company shall effect, in a form and amount and with an insurance company or underwriters acceptable to the Lender:
 - (i) insurance of the Assets on a comprehensive and full reinstatement basis, including, but not limited to, loss or damage to property, professional fees, statutory liability, value added tax and not less than 3 years' loss of rent payable under all leases;
 - (ii) to the extent that the same is, in the opinion of the Lender, commercially available in the market at the time, insurance against acts of terrorism;
 - (iii) insurance against third party liability; and
 - (iv) such other insurance as the Lender considers a prudent company carrying on the same or substantially similar business as the Company would effect in respect of the Assets.
 - (b) The Company shall promptly pay all premiums and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect.
 - (c) The Company shall ensure that:
 - (i) the name of the Lender is noted on each policy of insurance as mortgagee and first loss payee;
 - (ii) each policy of insurance contains a standard mortgagee clause whereby, among other things, the insurance shall not be vitiated or avoided as against a mortgagee notwithstanding that it could otherwise be so against the Company; and
 - (iii) each policy of insurance contains a provision to the effect that the insurance shall not be invalidated as against the Lender for non-payment of any premium due without the insurer first giving to the Lender not less than 10 Business Days' written notice.
 - (d) The Company shall not do or permit to be done anything to render the insurance void or voidable.
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- (e) If the Company shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Lender on demand, the Lender may take out or renew such insurances in any sum which the Lender may think expedient and all monies expended and costs incurred by the Lender under this provision shall be for the account of the Company.
- (f) The Company shall use its best endeavours to procure that there is given to the Lender copies of the insurance in which the Company has an interest and such other information in connection with them as the Lender may reasonably require as soon as reasonably practicable. It will notify the Lender in writing of all renewals, material variations and cancellations of policies made or, to the knowledge of the Company, threatened or pending.

8.11 Use

The Company shall not use or permit the Assets to be used for any purpose for which they are not designed or reasonably suited.

8.12 Alterations

The Company shall not, without the Lender's prior written consent, make or suffer to be made any alteration or addition of a substantial nature in or to the Assets other than for the purpose of effecting repairs in accordance with clause 8.7.

8.13 Statutory requirements

The Company shall:

- (a) not, without the Lender's prior written consent, use nor permit the Assets to be used in any way contrary to law;
- (b) comply with the requirements of any law so far as the same relates to or affects the Assets or their user; and
- (c) shall promptly execute or cause to be executed all works that are required by law to be executed upon or in connection with the Assets.

8.14 Value

The Company shall not:

- (a) without the Lender's prior written consent, in any manner or by any means cause the value of the Assets to lessen or suffer them to be lessened, fair wear and tear excepted;
- (b) do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security created by or under this Deed.

8.15 Annexure

The Company shall not, without the Lender's prior written consent, annex the Assets to any premises of the Company if the result of such annexure is that the Assets would or might become a fixture or fixtures.

9 Power to remedy

- 9.1 If the Company fails to comply with any of the undertakings set out in clause 8 (Undertakings), it shall allow and irrevocably authorises the Lender and/or such persons as it shall nominate to take such

action on behalf of the Company as shall be necessary to ensure that it complies with those undertakings.

9.2 If the Company fails to perform any obligation or other covenant affecting the Assets and/or the Contracts, it shall permit the Lender or its agents and contractors:

- (a) to enter on the Company's premises;
- (b) to comply with or object to any notice served on the Company relating to the Assets and/or the Contracts; and
- (c) to take any action the Lender may consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.

9.3 The Company shall within 3 Business Days of demand indemnify the Lender against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 9.

10 Security power of attorney

The Company, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under this Deed. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 10.

11 Enforcement of security

11.1 When security is enforceable

On the occurrence of any Event of Default which is continuing or at any time after the Lender shall have demanded payment or discharge of the Secured Obligations, any Security created by and under this Deed is immediately enforceable.

11.2 Acts of enforcement

The Lender may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Assets and/or the Contracts;
- (c) appoint a Receiver to all or any part of the Assets and/or the Contracts; or
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed).

11.3 Statutory powers - general

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
 - (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
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- (c) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

11.4 Contingencies

If the Lender enforces the Security constituted by or under this Deed at a time when no amounts are due to the Lender in respect of the Secured Obligations, but at a time when amounts may or will become so due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

11.5 Mortgagee in possession - no liability

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of an Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

11.6 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Lender may, at the sole cost of the Company (payable to the Lender on demand):

- (a) redeem any prior form of Security over any Asset or Contract; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Company.

12 Receiver

12.1 Appointment of Receiver

- (a) At any time after any Security created by or under this Deed is enforceable, the Lender may appoint a Receiver to all or any part of the Assets and/or the Contracts in accordance with clause 11.2(c) (Acts of enforcement).
- (b) At any time, if so requested in writing by the Company, without further notice, the Lender may appoint a Receiver to all or any part of the Assets and/or the Contracts as if the Lender had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (c) Any Receiver appointed under this Deed shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Lender be in any way responsible for any misconduct, negligence or default of the Receiver.

12.2 Removal

The Lender may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.3 Powers of Receiver

(a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 12.3(a).

- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver may, (in the name of the Company):
 - (A) do all other acts and things which he may consider expedient for realising any Asset; and
 - (B) exercise in relation to any Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to any Asset.

(d) Delegation

A Receiver may delegate his powers in accordance with clause 13 (Delegation).

(e) Employees

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the Company or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the Company.

(f) Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Company in relation to any Asset as he considers expedient.

(g) **Possession**

A Receiver may take immediate possession of, get in and collect any Asset, and for that purpose enter upon any premises of the Company and sever, dismantle and remove the Assets, without being liable for any loss or damage thereby occasioned (other than through negligence).

(h) **Protection of assets**

A Receiver may, as he may think fit, make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business be they for the protection or for the improvement of the Assets.

(i) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Asset.

(j) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

(k) **Deal with Assets**

A Receiver may, without restriction sell, let on hire purchase or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration.

(l) **Security**

A Receiver may redeem any prior Security in respect of the Assets and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(m) **Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets and/or the Contracts and to use the name of the Company for all the purposes set out in this clause 12.

12.4 **Remuneration**

The Lender may from time to time fix the remuneration of any Receiver appointed by it.

13 Delegation

13.1 The Lender and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender and Receiver (as appropriate) may think fit.

13.2 The Lender and any Receiver will not be liable or responsible to the Company or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

14 Application of monies

14.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

14.2 The Lender and any Receiver may place any money received, recovered or realised pursuant to this Deed in or at an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

15 Representations

15.1 General

The Company makes the representations and warranties set out in this clause 15 to the Lender.

15.2 Status

(a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(b) It has the power to own its assets and carry on its business as it is being conducted.

15.3 Binding obligations

Subject to the Legal Reservations:

(a) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of clause 15.3(a)), this Deed creates the Security which it purports to create and that Security is valid and effective.

15.4 Non-conflict with other obligations

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

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument unless such

conflict, default or termination event would not have or is not reasonably likely to have a Material Adverse Effect.

15.5 Power and authority

- (a) 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, this Deed and the transactions contemplated by this Deed.
- (b) 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 this Deed.

15.6 Authorisations

All Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed have been obtained or effected and are in full force and effect.

15.7 Legal and beneficial ownership

It is the sole legal and beneficial owner of the Assets.

15.8 Times when representations made

- (a) All the representations and warranties in this clause 15 are made by the Company on the date of this Deed.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

16 Remedies and waivers

- 16.1 No failure to exercise, nor any delay in exercising, on the part of the Lender or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 16.2 A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

17 Protection of third parties

- 17.1 No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents has an obligation to enquire of the Lender, Receiver or others:
 - (a) whether the Secured Obligations have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Obligations or other monies remain outstanding;
 - (d) how any monies paid to the Lender or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or Lender.
-

- 17.2 The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.
- 17.3 In clauses 17.1 and 17.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Assets or any of them.
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18 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or Security now or subsequently held by the Lender.

19 Settlements conditional

- 19.1 If the Lender believes that any amount paid by the Company or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.
- 19.2 Any settlement, discharge or release between the Company and the Lender shall be conditional upon no Security or payment to or for the Lender by the Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

20 Subsequent Security

If the Lender receives notice of any other subsequent Security or other interest affecting all or any of the Assets and/or the Contracts it may open a new account or accounts for the Company in its books. If it does not do so then, unless it gives express written notice to the contrary to the Company, as from the time of receipt of such notice by the Lender, all payments made by the Company to the Lender shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Obligations.

21 Set-off

The Lender may set off any matured obligation due from the Company in respect of the Secured Obligations (to the extent beneficially owned by it) against any matured obligation owed by the Lender to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22 Retention of security

- 22.1 The Lender shall be entitled to retain the Security created by this Deed (including any documents relating to this Deed or deposited or held under this Deed) for a period of 25 months after the expiry of the Security Period notwithstanding any release, settlement, discharge or arrangement given or made by the Lender, provided that if at any time within the period of 2 years after the expiry of the Security Period:
- (a) an administration order shall be made in relation to the Company; or
 - (b) a petition shall be presented to a competent Court for an order for the winding up of the Company; or
 - (c) the Company shall commence to be wound up voluntarily,
-

the Lender shall be at liberty to continue to retain the Security created by this Deed or any part of it (including the documents referred to above) for and during such further period as the Lender, in its absolute discretion, may determine.

- 22.2 The Security referred to in clause 22.1 shall be deemed to have continued at all times to have been held by the Lender as security for the payment and discharge to the Lender of the Secured Obligations or which shall or may become due and owing to the Lender either by virtue of the provisions of this Deed or as a consequence of any order made under or by virtue of sections 238 to 243 (inclusive) Insolvency Act 1986.

23 Notices

23.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Company to its registered office or the address of the Company last known to the Lender; and
- (b) in the case of the Lender to its registered office;

or any substitute address, fax number or department or officer as the Party may notify to the other party by not less than 5 Business Days' notice.

23.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or 3 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 23.2 if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if (should the Lender have so specified) it is expressly marked for the attention of the department or officer as the Lender has specified for this purpose.

24 Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25 Assignment

The Lender may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it.

26 Releases

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Company, take whatever action is necessary to release and reassign to the Company (to the extent then still subsisting and capable of reassignment):

- (a) its rights arising under this Deed;
- (b) the Assets and/or the Contracts from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed.

27 Currency clauses

27.1 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

- (a) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Company); and
- (b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

27.2 If a payment is made to the Lender under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Company will remain liable for such shortfall.

28 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29 Indemnity

Company's indemnity

- (a) The Company shall promptly indemnify the Lender and every Receiver and Delegate (each an **Indemnified Person**) against any cost, loss or liability together with any associated VAT incurred by any of them as a result of:
 - (i) the taking, holding, protection or enforcement of this Deed;
 - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Receiver and Delegate by this Deed or by law; and

- (iii) any default by the Company in the performance of any of the obligations expressed to be assumed by it in this Deed.
- (b) The Company shall indemnify the Lender against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by each Lender arising (directly or indirectly) out of or in connection with:
 - (i) the design, manufacture, possession, use, operation, redelivery or removal of the Assets, including those based on infringement of any patent or other intellectual property rights; or
 - (ii) any responsibility on the part of the Lender in respect of any clean-up, repair or other corrective action.
- (c) The Lender may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on this Deed and the proceeds of the enforcement of this Deed for all monies payable to it.

30 Exclusion of liability

30.1 No liability

- (a) The Lender will not be liable for any action taken by it (or any omission to take action) under or in connection with this Deed unless directly caused by its gross negligence or wilful misconduct.
- (b) Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

30.2 Officers and agents

The Company may not take proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed and any officer, employee or agent of the Lender may rely on this clause.

31 Fees, costs and expenses

31.1 Fees and expenses

The Company shall promptly on demand pay the Lender the amount of all costs, fees and expenses (including legal fees) together with any associated VAT incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Deed.

31.2 Amendment costs

If the Company requests an amendment, waiver or consent of this Deed, the Company shall, within 3 Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) together with any associated VAT reasonably incurred by the Lender in responding to, evaluating, negotiating or complying with the request or requirement.

31.3 Enforcement and preservation costs

The Company shall, within 3 Business Days of demand, pay to the Lender the amount of all costs, fees and expenses (including legal fees) together with any associated VAT incurred by the Lender in

connection with the enforcement of or the preservation of any rights under this Deed and in connection with proceedings instituted by or against the Lender as a consequence of taking or holding this Deed or enforcing these rights.

31.4 Interest on late payments

- (a) If the Company fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this clause 31.4 shall be immediately payable by the Company on demand by the Lender.
- (b) Default interest (if unpaid) will be compounded with the overdue amount at the end of each month but will remain immediately due and payable.

32 Counterparts

This Deed or any document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

33 Governing law

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

34 Enforcement

34.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (Dispute).
- (b) 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.
- (c) This clause 34 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1 - Equipment

Pos.no.	Qty	Description
40	1	victory 330/180 tech - discount 20,00% on discountable gross price Net price position + transport insurance 0,30% + ENGEL UK protect 5 years 5,00% + CPT-costs + annual maintenance for five years + oil filling + rigging and siting Delivery price position
10	1	victory 3660/350 tech - discount 20,00% on discountable gross price Net price position + transport insurance 0,30% + ENGEL UK protect 5 years 5,00% + CPT-costs + oil filling + annual maintenance for five years + rigging and siting Delivery price position
50	1	Injection Mould 1 C 32-fold for production of "half sphere" - discount 5,00% on discountable gross price (Net price position + transport insurance 0,30% + connecting parts + mould sampling Delivery price position
60	1	Injection Mould 1 C 16-fold for "Overmoulding of sphere" - discount 5,00% on discountable gross price + transport insurance 0,30% + connecting parts + mould sampling Delivery price position
70	4	Piovan TW118, 18 kW water temperature control unit

		Net price position + transport insurance 0,30% + CPT-costs Delivery price position
90	1	ENGEL Automation for Macrospheres Production Net price position + transport insurance 0,10% + div. packing + CE-certification of the entire system + project-engineering automation + CPT-costs Delivery price position
100	1	viper 20 - RC300 stand-alone Net price position + transport insurance 0,10% + transport skid truck + CPT-costs Delivery price position
		Delivery price total EUR

Items marked with # are alternatives, they are not included in the delivery price. Furthermore they have not been checked technically or commercially.

Contracts

To: [insert the name of each other party to the relevant Contract so that each receive a notice of assignment]

Dated: ◆

Dear Sirs

The contract described in the attached schedule (**Contract**).

We hereby notify you that we have assigned by way of security to Investec Asset Finance Plc (Lender) all our right, title and interest in and to the Contract.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Lender and the other copy to us.

The provisions of 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

Advanced Insulation Systems Limited

Part 2- Form of acknowledgement

To: Investec Asset Finance Plc (**Lender**)
Reading International Business Park, Reading, RG2 6AA

To: Advanced Insulation Systems Limited (**Company**)
Unit E Quedgeley West Business Park, Bristol Road, Gloucester, GL2 4PA

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) we will not agree to any amendment, waiver or release of any provision of the Contract without the prior written consent of the Lender;
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Company's interest in the Contract in favour of any other person; and

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of

◆

Executed as a deed by
Advanced Insulation Systems Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name SAM COHEN

Address ADVANCED INSULATION

845DC RD, GL2 4PA

Signed by
for and on behalf of
Investec Asset Finance plc

)
)
)