



Registration of a Charge

Company name: **PILKINGTON UNITED KINGDOM LIMITED**

Company number: **01417048**



X90A2P1K

Received for Electronic Filing: **06/03/2020**

Details of Charge

Date of creation: **04/03/2020**

Charge code: **0141 7048 0001**

Persons entitled: **BXB (COWLEY HILL) LIMITED**

Brief description: **THE PROPERTY (DEFINED AS THE PHASE 2 PROPERTY IN THE AGREEMENT) SHOWN EDGED RED ON PLAN 1 BEING ALL THAT FREEHOLD PROPERTY KNOWN AS COWLEY HILL WORKS, ST HELENS REGISTERED AT LAND REGISTRY UNDER TITLE NUMBERS MS130619 (PART), MS130614 (PART), MS130615 (PART), MS130616 (PART), MS130617 (PART) AND LA267274 EXCLUDING THE PHASE 3 PROPERTY.**

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:

GEORGE SOMERS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1417048

Charge code: 0141 7048 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th March 2020 and created by PILKINGTON UNITED KINGDOM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2020 .

Given at Companies House, Cardiff on 9th March 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

HILL DICKINSON

Dated 4 March, 2020

Legal Charge

between

(1) Pilkington United Kingdom Limited

and

(2) BXB (Cowley Hill) Limited

Relating to the land known as Phase 2, Cowley Hill
Works, College Street, St Helens, Merseyside WA10
2RZ



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 6 March 2020

SIGNED DLA Piper UK LLP

DLA PIPER UK LLP

*1st Peter's Square
Manchester
M2 3PE*

Hill Dickinson LLP
No. 1 St. Paul's Square
Liverpool
L3 9SJ
Ref: 12016047.1

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THIS LEGAL CHARGE is dated the 24 day of March, 2020

BETWEEN:

- (1) **PILKINGTON UNITED KINGDOM LIMITED** a company incorporated in England with company registered number 01417048 whose registered office is at European Technical Centre Hall Lane, Lathom, Nr. Ormskirk, Lancashire, L40 5UF (**Chargor**); and
- (2) **BXB (COWLEY HILL) LIMITED** a company incorporated in England with company registered number 11280378 whose registered office is at Suite 3, Third Floor, 14 Castle Street, Liverpool, England, L2 0NE (**BXB**).

AGREED TERMS:

1 DEFINITIONS, INTERPRETATION AND CONSTRUCTION

1.1 Definitions

Act means the Law of Property Act 1925;

Agreement means the agreement relating to the sale of Cowley Hill Works, College Street, St Helens, Merseyside WA10 2RZ made between the Chargor and BXB and dated 29 March 2019;

Duty of Care Deed means a deed executed or to be executed by each of the Chargor, BXB and a Managing Agent;

Encumbrance means any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, security interest or any other agreement or arrangement which results in (or has substantially the same effect as) the creation of security;

Enforcement Event has the meaning given to that definition in clause 10.1;

Legal Charge means this legal charge, as from time to time amended, supplemented and/or varied and any document made pursuant or supplemental hereto;

Managing Agent means a managing agent of the Property or other person having authority to collect the Rental Income in respect of the Property, in each case approved by BXB (such approval not to be unreasonably withheld or delayed);

Occupational Lease means any agreement for lease or for licence or any occupational lease or licence to which the Property may be subject from time to time;

Permitted Lease means any lease, the terms of which are approved in writing by BXB;

Plan 1 means the plan labelled Plan 1 in the schedule;

Plan 2 means the plan labelled Plan 2 in the schedule;

Planning Acts means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous

Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

Phase 3 Property means the property shown edged red on Plan 2 being the road from the College Street entrance being registered at the Land Registry under title number MS130619 (part), MS130616 (part) and MS130617 (part);

Property means the property (defined as the Phase 2 Property in the Agreement) shown edged red on Plan 1 being all that freehold property known as Cowley Hill Works, St Helens registered at Land Registry under title numbers MS130619 (part), MS130614 (part), MS130615 (part), MS130616 (part), MS130617 (part) and LA267274 excluding the Phase 3 Property;

Receiver means any receiver or receiver and manager appointed pursuant to this Legal Charge;

Rental Income means the aggregate of all amounts paid or payable to or for the benefit of the Chargor in connection with the letting, use or occupation of any Property;

Secured Obligations means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred to BXB by the Chargor pursuant to clause 23.1 of the Agreement and including interest which BXB may charge or incur in respect of any of those matters, and so that interest shall be computed and compounded as well after as before any demand made or decree obtained under or in relation to this Legal Charge; and

Security Period means the period beginning on the date of this Deed and ending on satisfaction of the Completion Condition as defined in the Agreement.

1.2 Interpretation and construction

1.2.1 references to **BXB** and **Chargor** shall include their respective successors and permitted assigns;

1.2.2 a reference to a clause or schedule shall mean and refer to a clause of or schedule to this Legal Charge;

1.2.3 any reference in this Legal Charge to any statute or to any provisions of any statute shall be construed as including a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder or deriving validity therefrom and from time to time in force;

1.2.4 clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Legal Charge;

1.2.5 a reference in this Legal Charge to any assets includes present and future assets;

- 1.2.6 a reference in this Legal Charge to a charge or mortgage of any freehold or leasehold property includes (as the context so admits) all buildings and all the Chargor's fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on such property;
- 1.2.7 words importing the singular number shall be deemed to include the plural number and vice versa and a reference to the masculine gender shall include the feminine gender and vice versa;
- 1.2.8 a reference in this Legal Charge to the **Property** shall mean and refer to all or any part of the Property.

2 COVENANT TO PAY

- 2.1 The Chargor covenants that it will on demand in writing from BXB pay or discharge the Secured Obligations when the same are due and payable in accordance with the Agreement.
- 2.2 If the Chargor shall fail to pay any amount under this Legal Charge when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the base rate of Lloyds Bank plc payable by the Chargor to BXB from time to time in accordance with the Agreement from the due date until the date such amount is paid in full to BXB.

3 CHARGING CLAUSE

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under this Legal Charge:

- 3.1 the Chargor hereby charges to BXB by way of first legal mortgage all its interests in and to the Property together with all buildings, fixtures and fixed plant and machinery at any time thereon (excluding, for the avoidance of doubt, any fixtures and fittings which are beneficially owned by any tenant from time to time being of the Property or any third party);
- 3.2 the Chargor hereby charges to BXB by way of first fixed charge:
- 3.2.1 the benefit of all guarantees, licences, warranties, contracts, consents and authorisations (statutory or otherwise) held in connection with the use of the Property and the right to recover and receive all compensation which may be payable to it in respect of them; and
- 3.2.2 the benefit of all present and future leases sub-leases and licences and contracts whatsoever entered into by the Chargor in respect of the Property.

4 CONTINUING SECURITY

The security from time to time constituted by or pursuant to this Legal Charge shall remain in full force and effect as a continuing security for the duration of the Security Period.

5 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 The Chargor hereby represents and warrants to BXB that at the date of this Legal Charge:
- 5.1.1 it is a company duly incorporated with limited liability and validly existing under the laws of its jurisdiction of incorporation and no liquidator, receiver, administrator, examiner or similar appointee has been appointed in respect of it or any part of its assets and no action is being taken with a view to appointing any such liquidator, receiver, administrator or similar appointee;
 - 5.1.2 it has the power to enter into, to perform and comply with its obligations under or pursuant to and to create the security created by it by or pursuant to this Legal Charge;
 - 5.1.3 all necessary corporate action has been taken to authorise the execution and delivery of this Legal Charge, to create the security constituted hereby and to observe and perform the obligations hereunder;
 - 5.1.4 neither the entry into nor the performance of or compliance with the obligations of the Chargor under or pursuant to this Legal Charge nor the creation of the security created pursuant to this Legal Charge does or will violate in any manner, or exceed any borrowing or other powers or restrictions granted or imposed under or pursuant to:
 - 5.1.4.1 any law to which the Chargor is subject;
 - 5.1.4.2 the memorandum or articles of association of the Chargor; or
 - 5.1.4.3 any other agreement, arrangement or understanding to which the Chargor is a party or otherwise subject;
- 5.2 The Chargor covenants with BXB at all times during the continuance of this security:
- 5.2.1 not make any structural or material alteration to or to the user of the Property or do or permit to be done anything which is a "development" within the meaning of the Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of the Property or on the marketability of the Property save in accordance with the Agreement;
 - 5.2.2 other than a Permitted Lease, it shall not, without the prior written consent of BXB:
 - 5.2.2.1 grant or agree to grant any new Occupational Lease;
 - 5.2.2.2 agree to any amendment or waiver or surrender or take any action which may lead to forfeiture in respect of any existing Occupational Lease;

- 5.2.2.3 grant any licence or right to occupy any part of the Property;
 - 5.2.2.4 use the Property (or any part of it) as a dwelling for himself/herself or permit any relative of the Chargor to use the Property (or any part of it) as a dwelling;
 - 5.2.2.5 (such consent not to be unreasonably withheld where the Chargor may not unreasonably withhold its consent) consent to any assignment or subletting or sub-lease of any lessee's or tenant's interest under any Occupational Lease;
 - 5.2.2.6 agree to any rent review in respect of any Occupational Lease; or
 - 5.2.2.7 make or permit others to make any application for planning permission in respect of any part of the Property or make any structural or material alteration or addition to the Property or carry out or permit to be carried out any development on, or permit any change of use of (as each such expression is defined in the Planning Acts) any part of the Property.
- 5.2.3 it shall not appoint any Managing Agent of the Property except with the consent of, and on terms approved by, BXB (such consent not to be unreasonably withheld or delayed).
- 5.2.4 it shall procure that each Managing Agent in respect of the Property shall on its appointment enter into a Duty of Care Deed and acknowledge to BXB that it has notice of the Security created by this Legal Charge and that it agrees to pay all Rental Income received by it into such account as BXB may specify within 5 Business Days of receipt without withholding, set off or counterclaim.
- 5.2.5 it shall not terminate the appointment of any Managing Agent in respect of the Property without the consent of BXB (such consent not to be unreasonably withheld or delayed).
- 5.2.6 it shall keep the buildings and all fixtures and fittings upon the Property in good and substantial repair and condition save for the works that are authorised under the Agreement.
- 5.2.7 it will permit BXB (or their agents and representatives) access at all reasonable times and on the giving of reasonable notice to view the state and condition of the Property.
- 5.3 If the Chargor shall fail to comply with any of the obligations under clause 5.2 then BXB may (at reasonable times with reasonable notice) enter upon the Property and take such steps as they consider appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by BXB shall be reimbursed by the Chargor on demand, and until so reimbursed, shall carry interest at the default rate payable by the

Chargor to BXB from time to time in accordance with the terms of the Agreement from the due date until the date such amount is paid in full to BXB.

6 NEGATIVE PLEDGE

The Chargor shall not without the prior written consent of BXB:

- 6.1 create, extend or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
- 6.2 sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of any Property (or part thereof) or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing;
- 6.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

7 REGISTERED LAND

The Chargor hereby applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert date]* in favour of BXB (Cowley Hill) Limited referred to in the charges register."

4 March 2020

8 BXB'S POWERS OF SALE AND LEASING

Section 103 of the Act shall not apply to this security but the statutory power of sale shall as between BXB and a purchaser from BXB be exercisable at any time after the occurrence of an Enforcement Event but this provision shall not affect a purchaser or put him upon inquiry whether such demand or appointment has been made.

9 CONSOLIDATION OF SECURITIES

Sub-section (1) of section 93 of the Act shall not apply to this Legal Charge.

10 ENFORCEMENT

- 10.1 The Security shall become enforceable and BXB may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Legal Charge), all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Legal Charge without further notice to the Chargor upon and at any time after the occurrence of any of the following events (each an "Enforcement Event"):

- 10.1.1 if the Chargor has failed to pay or discharge all or any of the Secured Obligations in accordance with Clause 2;
 - 10.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator in respect of the Chargor;
 - 10.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or any other person to wind up or dissolve the Chargor or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer to the Chargor or any part of its undertaking or assets;
 - 10.1.4 the making of a request by the Chargor for the appointment of a Receiver or administrator.
- 10.2 The statutory powers of sale, leasing and accepting surrenders exercisable by BXB under this Legal Charge are extended so as to authorise BXB whether in his own name or in that of the Chargor following the occurrence of an Enforcement Event to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as BXB thinks fit.
- 10.3 Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to this Legal Charge.

11 APPOINTMENT AND POWERS OF RECEIVER

- 11.1 At any time after the occurrence of an Enforcement Event or at the request of the Chargor BXB may appoint one or more persons to be a Receiver of the whole or any part of the Property and/or of the income thereof. BXB may:
- 11.1.1 (subject to the provisions of the Insolvency Act 1986) remove any Receiver previously appointed hereunder; and
 - 11.1.2 appoint another person or persons as Receiver either in place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver previously appointed.
- 11.2 If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receiver of the whole or the same part or parts of the Property and/or the income thereof they shall have power to act severally (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 11.3 Every Receiver shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any bankruptcy or insolvency of the Chargor) have and be entitled to exercise all powers conferred by the Act and/or the

Insolvency Act 1986 and/or any other statute conferring power on a Receiver and in particular by way of addition thereto but without limiting any general powers hereinbefore referred to (and without prejudice to the powers of BXB) the Receiver shall have power:

- 11.3.1 to take possession of collect and get in the Property and/or income in respect of which he was appointed;
 - 11.3.2 to sell or concur in selling, leasing or otherwise disposing of the whole or any part of the Property in respect of which he was appointed;
 - 11.3.3 to carry out any sale, lease or other disposal of the whole or any part of the Property by conveying transferring assigning or leasing in the name of the Chargor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Chargor;
 - 11.3.4 to take any such proceedings as he shall think fit in respect of the Property and/or income in respect of which he was appointed in the name of the Chargor or otherwise including proceedings for recovery of rent or other monies in arrear at the date of his appointment;
 - 11.3.5 to enter into or make any such agreement, arrangement or compromise as he shall think fit in respect of the Property;
 - 11.3.6 to insure the Property as he shall think fit or as BXB shall direct and renew any insurances;
 - 11.3.7 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit including without prejudice to the generality of the foregoing power to employ his partners and firm; and
 - 11.3.8 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security hereby constituted.
- 11.4 All monies received by BXB or by any Receiver appointed under this Legal Charge shall be applied in the following order:
- 11.4.1 in satisfaction of the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
 - 11.4.2 in the payment and discharge of any liabilities incurred by the Receiver on the Chargor's behalf in the exercise of any of the powers of the Receiver;
 - 11.4.3 in or towards the satisfaction of the Secured Obligations and all the other obligations of the Chargor under this Legal Charge; and
 - 11.4.4 any surplus shall be paid to the Chargor or any other person entitled thereto (whose receipt of the surplus shall be a valid discharge to BXB of its obligations in relation to any such surplus). The provisions of this clause 11.4 and clause 11.6 shall take effect as and by way of variation and extension to

the provisions of section 109 of the Act which provisions as so varied and extended shall be deemed incorporated herein.

- 11.5 Every Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Chargor and (subject to the provisions of the Companies Act 1985 and the Insolvency Act 1986) the Chargor shall be solely responsible for his acts and defaults (except for wilful acts of default and recklessness) and for the payment of his remuneration.
- 11.6 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and BXB (or failing such agreement to be fixed by BXB) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm.
- 11.7 Only monies actually paid by any such Receiver to BXB in satisfaction or discharge of the Secured Obligations shall be capable of being applied by BXB in satisfaction thereof.
- 11.8 All or any of the powers, authorities and discretion which are conferred by this Legal Charge either expressly or impliedly by or upon a Receiver may be exercised by BXB in relation to the whole of the Property or any part thereof or notwithstanding the appointment of a Receiver of such property or any part thereof.

12 POWER OF ATTORNEY

The Chargor hereby irrevocably appoints BXB and the Receiver jointly and also severally its attorney and attorneys for it and in its name and on its behalf and as its act and deed to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which is required for any of the purposes aforesaid.

13 PROTECTION OF THIRD PARTIES

No person dealing with BXB or with any Receiver of the Property or any part thereof appointed by BXB or with any delegate or sub-delegate of BXB shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretion conferred by or pursuant to this Legal Charge in relation to the Property or any part thereof are or may be exercisable by BXB or by any such Receiver, delegate or sub-delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in sections 104 and 107 of the Act and section 42(3) of the Insolvency Act 1986 shall apply to any person purchasing from or dealing with BXB or any such Receiver, delegate or sub-delegate in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Property had not been varied or extended by this Legal Charge.

14 PAYMENTS

- 14.1 Each payment to be made by the Chargor hereunder shall be made in immediately available funds without set-off, counterclaim, deduction, retention or withholding of any kind, save for any reduction or retention made or required by law, of any kind by payment

to such account with such bank or other financial institution as BXB may from time to time notify to the Chargor in writing.

- 14.2 The certificate of BXB from time to time as to the amount of the Secured Obligations shall, save for manifest error, be conclusive and binding for all purposes hereof and prima facie evidence of the existence and extent of such debts in any legal action or proceedings arising in connection herewith.

15 PROVISIONS SEVERABLE

Every provision contained in this Legal Charge shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

16 AVOIDANCE OF PAYMENTS

Any release, discharge or settlement between the Chargor and BXB shall be conditional upon no security disposition or payment to BXB by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall be not fulfilled BXB shall be entitled to enforce this Legal Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not occurred.

17 RELEASE

Upon the expiry of the Security Period, BXB shall at the request of the Chargor, take whatever action is necessary to release (without recourse or warranty) the Property from the Legal Charge.

18 MISCELLANEOUS

- 18.1 No failure to exercise and no delay in exercising on the part of BXB any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by BXB shall be effective unless it is in writing.
- 18.2 The rights and remedies of BXB provided herein are cumulative and not exclusive of any rights or remedies provided by law.
- 18.3 Nothing in this Legal Charge shall be capable of rendering BXB liable as a mortgagee in possession.
- 18.4 Time is of the essence in respect of all the obligations of the Chargor under this Legal Charge.

19 THIRD PARTY RIGHTS

A person who is not a party to this Legal Charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Legal Charge. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20 FURTHER ASSURANCE

The Chargor undertakes from time to time and at all times, whether before or after the security constituted by this Legal Charge shall have become enforceable, insofar as it is lawfully able so to do, to execute and do all such assurances and things as BXB may reasonably require for protecting, preserving or perfecting the security constituted by this Legal Charge or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretion conferred on BXB by this Legal Charge and in particular, but without limitation, the Chargor shall execute all transfers, assignments, and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which BXB may think necessary.

21 NOTICES

21.1 Any communication to be made under or in connection with this Legal Charge shall be made in writing in the English language and, unless otherwise stated, shall be made by letter.

21.2 The address (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Legal Charge is:

21.2.1 in the case of the Chargor, its registered office specified above;

21.2.2 in the case of BXB:

Address: Suite 3, Third Floor, 14 Castle Street, Liverpool L2 ONE

Attention: Gary Goodman,

or any substitute address in the United Kingdom or department or officer as the Chargor or BXB may notify to the other by not less than 5 Business Days' notice.

21.3 Any communication or document made or delivered by one person to another under or in connection with this Legal Charge will only be effective when it has been left at the relevant address or 2 days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.

21.4 Any communication or document to be made or delivered to BXB will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer specified in above (or any substitute department or officer as it shall specify for this purpose).

22 LAW AND JURISDICTION

22.1 This deed and any non-contractual obligations arising out of or in relation to this Legal Charge is governed by, and shall be construed in accordance with, English law.

22.2 The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Legal Charge (a "Dispute").

22.3 The parties to this Legal Charge 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.

IN WITNESS whereof this agreement is executed as a deed and delivered by the parties on the date set out above.

SCHEDULE

PLANS

EXECUTED as a deed by
PILKINGTON UNITED KINGDOM
LIMITED acting by a director in the
presence of:

[Redacted Signature]

MATTHEW BUCKLEY

[Redacted Signature]

NEIL SYDER

[Redacted Address]

)
)

Signature of director

Name of director

Signature of director/secretary/witness

Name of director/secretary/witness

Address of witness

EXECUTED AND DELIVERED as a
deed by BXB (COWLEY HILL)
LIMITED, acting by a director in the
presence of:

)
)

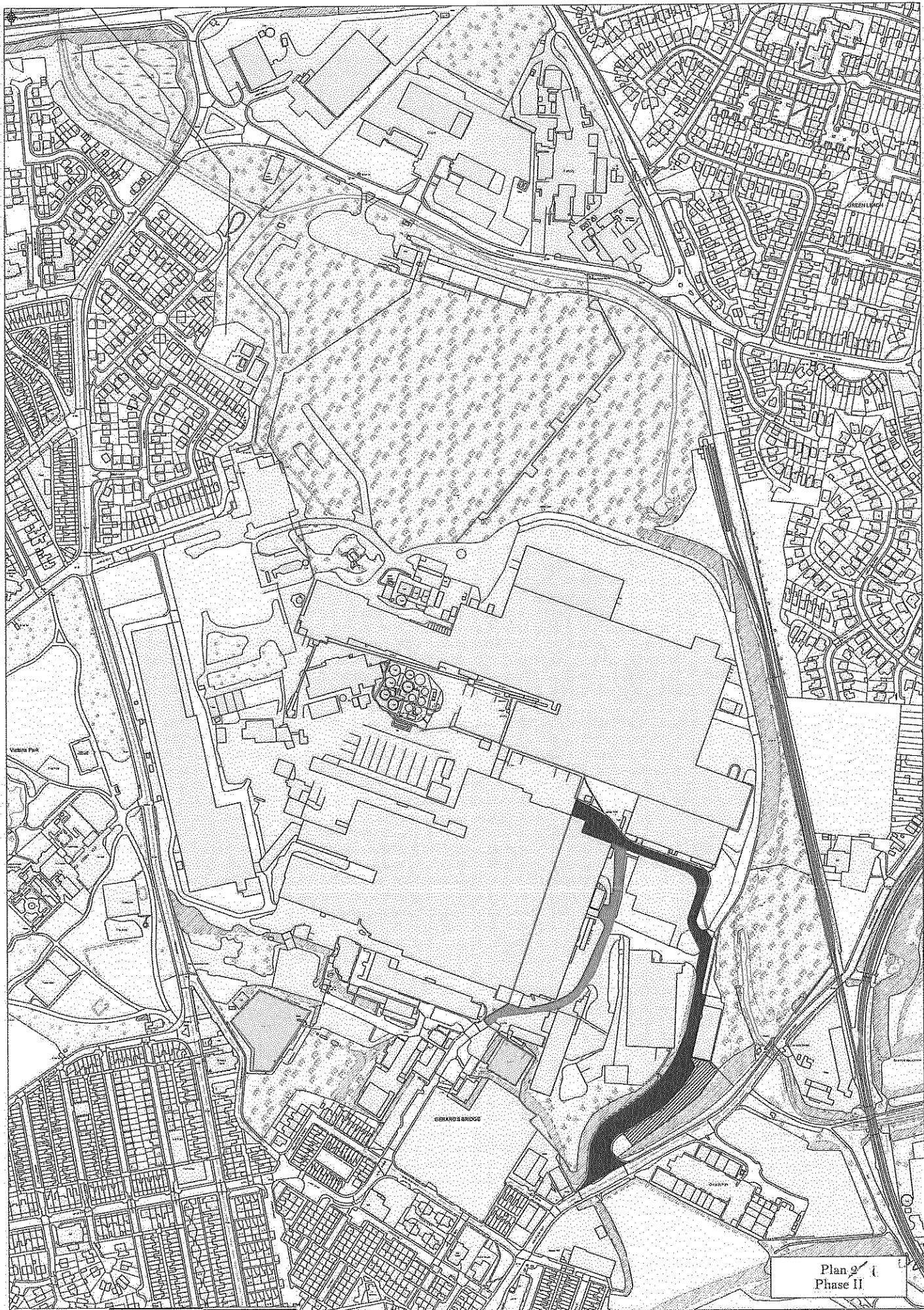
Signature of director

Name of director

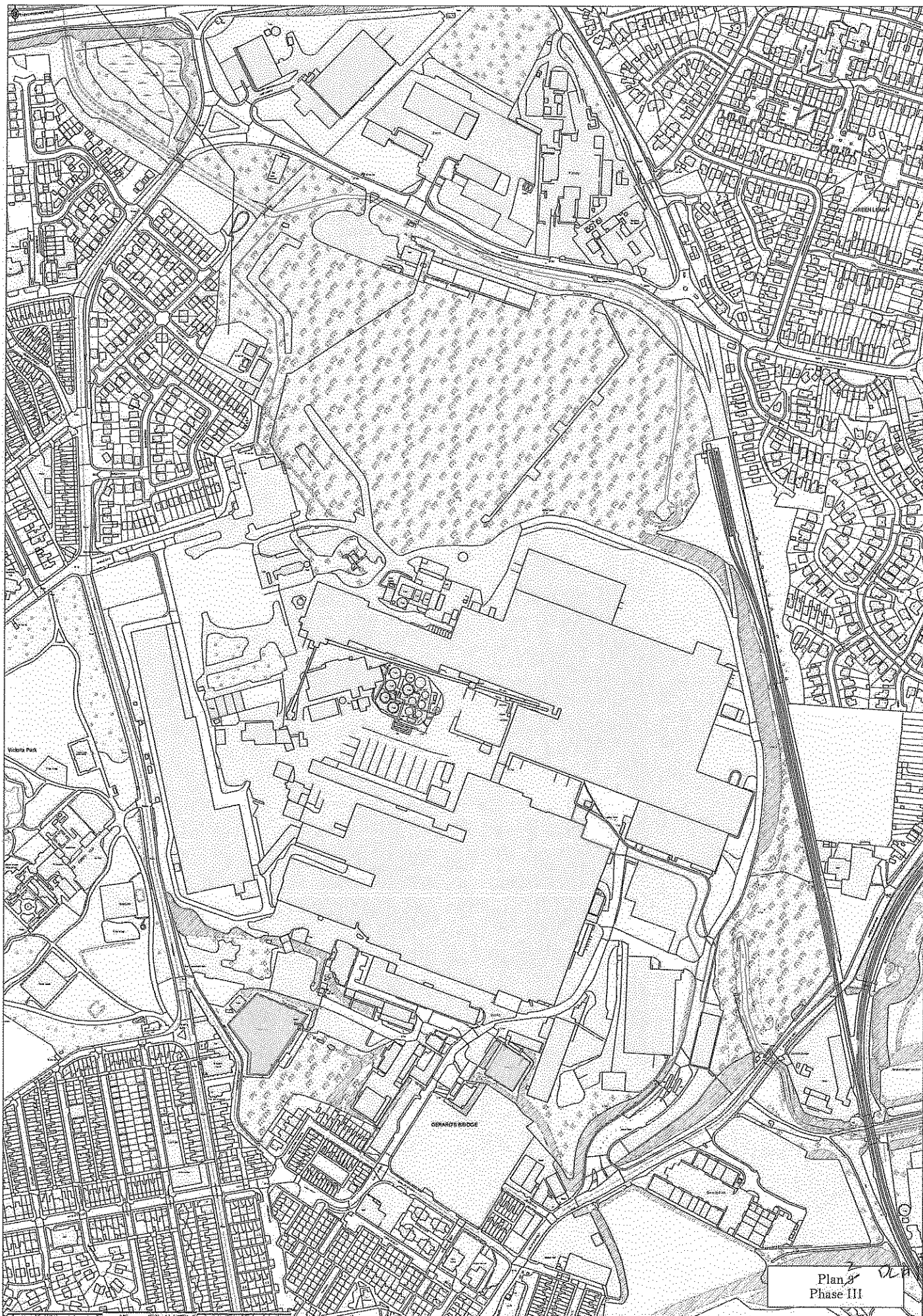
Signature of director/secretary/witness

Name of director/secretary/witness

Address of witness



Plan 2 of 4
Phase II



Plan 3
Phase III

