



Registration of a Charge

Company name: **CLASSIC WINDOWS (NE) LIMITED**

Company number: **03920707**



X9XPOZ8G

Received for Electronic Filing: **05/02/2021**

Details of Charge

Date of creation: **29/01/2021**

Charge code: **0392 0707 0003**

Persons entitled: **ANDREW PEART OF WOODHILLS, BRYANS LEAP, BURNOPFIELD,
NEWCASTLE UPON TYNE, NE16 6HH
JOSEPH WALLS OF 47 PARK ROAD NORTH, CHESTER LE STREET, DH3
3SA**

Brief description: **THE LEASEHOLD PROPERTY (WHETHER REGISTERED OR
UNREGISTERED) OWNED BY THE COMPANY DESCRIBED IN THE
SCHEDULE TO THE INSTRUMENT, BEING THE LEASEHOLD PROPERTY
KNOWN AS SITE NUMBER BT95/1 TANFIELD LEA INDUSTRIAL ESTATE
NORTH, TANFIELD LEA, STANLEY REGISTERED AT THE LAND
REGISTRY UNDER TITLE NUMBER DU185806).**

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: **WARD HADAWAY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3920707

Charge code: 0392 0707 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2021 and created by CLASSIC WINDOWS (NE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2021 .

Given at Companies House, Cardiff on 6th February 2021

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 29 January **2021**

Classic Windows (NE) Limited
and
Andrew Peart and Joseph Walls

Third Party Legal Charge

muckle^{LLP}

Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF

Contents

Clause		Page
1.	Definitions and Interpretation	1
2.	Covenant to Pay	5
3.	Grant of Security	5
4.	Perfection of Security and Further Assurance	5
5.	Liability of the Company and Lender's protections	6
6.	Representations and Warranties	8
7.	Covenants	8
8.	Powers of the Beneficiaries	10
9.	Enforcement of Security	11
10.	Powers of Receiver	12
11.	Costs and Indemnity	14
12.	Protection of Third Parties	14
13.	Power of Attorney	15
14.	Independent and Continuing Security	15
15.	Application of Proceeds	15
16.	Delegation	15
17.	Miscellaneous	16
18.	Notices	16
19.	Governing Law and Jurisdiction	17
	The Schedule	18
	Property	18

Dated

29 January

2021

Parties

- (1) **Classic Windows (NE) Limited** incorporated and registered in England and Wales under company number 03920707 whose registered office is at Unit 95/1 Tanfield Lea Industrial Estate North, Tanfield Lea, Stanley, Co. Durham DH2 9NX (**Company**); and
- (2) **Andrew Peart** of [REDACTED] and **Joseph Walls** of [REDACTED] (together the **Beneficiaries**).

Background

- (A) The **Beneficiaries** have sold the shares held by them in the capital of the **Company** to the **Buyer** with part of the consideration paid by the **Buyer** being deferred, pursuant to the **Sale and Purchase Agreement** (as defined below).
- (B) The **Beneficiaries** have agreed to accept part of the consideration payable for the shares in the capital of the **Company** being deferred upon certain conditions, including, without limitation, that the **Company** secures under this **Charge** the payment of all monies owing to the **Beneficiaries** by the **Buyer** from time to time.

It is agreed

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in this **Charge**:

Business Day a day (other than a Saturday, Sunday or public holiday in the United Kingdom) when banks in London are open for business.

Buyer Premier Roof Systems Limited a limited liability company incorporated and registered in England and Wales with company number 07584655 whose registered office is at Unit 8 Tyne Point Industrial Estate, Shaftesbury Avenue, Jarrow, United Kingdom, NE32 3UP.

Charged Property all the assets, property and undertaking for the time

	being subject to the security interests created by this Charge (and references to Charged Property include references to any part of it).
Costs	all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.
Delegate	any person appointed by the Beneficiaries or any Receiver under clause 16 and any person appointed as attorney of the Beneficiaries, Receiver or Delegate.
Insurance Policy	each contract and policy of insurance effected or maintained by the Company from time to time relating to the Property.
Sale and Purchase Agreement	the sale and purchase agreement dated on or around the date of this Charge between the Buyer and the Beneficiaries pursuant to which the Beneficiaries agreed to sell the entire issued share capital of the Company to the Buyer.
LPA 1925	the Law of Property Act 1925.
Property	the leasehold property (whether registered or unregistered) owned by the Company described in the Schedule.
Receiver	a receiver, a manager or a receiver and manager of the Charged Property.
Relevant Agreement	means any agreement otherwise designated as a Relevant Agreement by the Beneficiaries and the Company in writing.
Rental Income	all amounts paid or payable to or for the account of the Company in connection with the selling, licence or grant

Rights

of other rights of use or occupation of all or any part of the Charged Property.

any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

Secured Liabilities

all present and future monies, obligations and liabilities of the Company or the Buyer to the Beneficiaries from time to time, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity owing under or in connection with the deferred consideration payable under the Sale and Purchase Agreement and/or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

Security

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period

the period starting on the date of this Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 In this Charge:

1.2.1 a reference to a statute, statutory provision or subordinate legislation is a reference to it as amended, extended or re-enacted from time to time;

- 1.2.2 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and vice-versa;
- 1.2.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this Charge and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- 1.2.5 a reference to this Charge (or any provision of it) or any other document shall be construed as a reference to this Charge, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- 1.2.6 a reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- 1.2.7 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.8 clause, Schedule and paragraph headings shall not affect the interpretation of this Charge;
- 1.2.9 any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.10 a reference to a charge or mortgage of, or over, the Property includes:
 - 1.2.10.1 all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
 - 1.2.10.2 the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
 - 1.2.10.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Company in respect of the Property and any monies paid or payable in respect of those covenants; and

1.2.10.4 all rights under any licence, agreement for sale or agreement for lease or guarantee in respect of the Property; and

1.2.11 the Schedule forms part of this Charge and shall have effect as if set out in full in the body of this Charge. Any reference to this Charge includes the Schedule.

2. Covenant to Pay

2.1 The Company shall, on demand, pay to the Beneficiaries and discharge the Secured Liabilities when they become due.

2.2 It is expressly agreed that the sole recourse of the Beneficiaries under this Charge is to the Company's interest in the Charged Property and the liabilities of the Company to the Beneficiaries shall be limited to the amount equal to that recovered as a result of the enforcement of the Charge in respect of the Charged Property and satisfied only from the proceeds of sale or other disposal or realisation of the Charged Property pursuant to this Charge.

3. Grant of Security

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

3.1 charges to the Beneficiaries by way of legal mortgage the Property;

3.2 charges to the Beneficiaries all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3; and

3.3 assigns:

3.3.1 all Rental Income;

3.3.2 the Relevant Agreements but the Company shall remain liable to perform all its obligations under each occupational lease or licence and each Relevant Agreement; and

3.3.3 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy.

4. Perfection of Security and Further Assurance

4.1 The Company shall promptly on demand at its own cost execute and do all such assurances, acts and things including, without limitation, execute all transfers, assignments and

assurances of the Property and give all notices, orders and directions which the Beneficiaries may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Beneficiaries or any Receiver.

- 4.2 The Company consents to an application being made by the Beneficiaries to the Land Registrar for the following restriction to be registered against its 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 [date] in favour of [] referred to in the charges register."

5. Liability of the Company and Lender's protections

- 5.1 The Company's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

5.1.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;

5.1.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy that the Lender may now or after the date of this deed have from or against the Buyer, the Company or any other person in connection with the Secured Liabilities;

5.1.3 any act or omission by the Beneficiaries or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Buyer, the Company or any other person;

5.1.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;

5.1.5 any grant of time, indulgence, waiver or concession to the Buyer, the Company or any other person;

5.1.6 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Buyer, the Company or any other person;

5.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Buyer, the Company or any other person in connection with the Secured Liabilities;

5.1.8 any claim or enforcement of payment from the Buyer, the Company or any other person; or

5.1.9 any other act or omission that would not have discharged or affected the liability of the Company had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Company or otherwise reduce or extinguish its liability under this Charge.

5.2 The Company waives any right it may have to require the Beneficiaries:

5.2.1 to take any action or obtain judgment in any court against the Buyer or any other person;

5.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Buyer or any other person; or

5.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Buyer or any other person,

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

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

5.3.1 if any of the Rights is taken, exercised or received by the Company, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Company on trust for the Beneficiaries for application in or towards the discharge of the Secured Liabilities under this Charge; and

5.3.2 on demand by the Beneficiaries, the Company shall promptly transfer, assign or pay to the Beneficiaries all Rights and all monies from time to time held on trust by the Company under this clause 5.3.

6. Representations and Warranties

The Company represents and warrants to the Beneficiaries on each day during the Security Period (with reference to the facts and circumstances existing at the time of repetition) as follows:

- 6.1 the Company is the legal and beneficial owner of the Charged Property;
- 6.2 the Charged Property is free from Security other than the Security created by this Charge;
- 6.3 the Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it;
- 6.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Charged Property;
- 6.5 there is no breach of any law or regulation which materially adversely affects the Charged Property;
- 6.6 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use;
- 6.7 nothing has arisen, has been created or is subsisting which would be an overriding interest in the Charged Property;
- 6.8 no Security expressed to be created under this Charge is liable to be avoided, or otherwise set aside, on the insolvency of the Company or otherwise; and
- 6.9 there is no prohibition on the Company assigning its rights in the Charged Property and the entry into this Charge by the Company does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Company or its assets.

7. Covenants

The Company covenants with the Beneficiaries as follows:

- 7.1 the Company shall not at any time, except with the prior written consent of the Beneficiaries:
 - 7.1.1 create or permit any Security on, or in relation to, the Charged Property other than any Security created by this Charge;
 - 7.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Charged Property; or
 - 7.1.3 create or grant any interest in the Charged Property in favour of a third party;

- 7.2 to keep the buildings and all plant, machinery, fixtures and fittings upon the Charged Property in good and substantial repair and condition and to permit representatives of the Beneficiaries free access at all reasonable times to view the state and condition of the Charged Property;
- 7.3 to keep the Charged Property insured with such insurer and against such risks as the Beneficiaries may require and to the Beneficiaries' satisfaction for their full replacement value plus value added tax with the Beneficiaries' interest noted on the policy, and the Company shall pay all premiums when due and produce or deposit with the Beneficiaries all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances;
- 7.4 to notify the Beneficiaries promptly after an event has occurred which is likely to lead to a claim being made under any insurance policy relating to the Charged Property;
- 7.5 to apply any insurance proceeds in making good the loss or damage to the Charged Property or at the Beneficiaries' option in or towards the discharge of the Secured Liabilities and pending such application the Company will hold such proceeds in trust for the Beneficiaries;
- 7.6 not without the previous written consent of the Beneficiaries to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Charged Property or any fixtures, or erect or make or suffer to be erected or made on the Charged Property any building installation or alteration;
- 7.7 not without the previous written consent of the Beneficiaries, grant or agree to grant any lease, licence or tenancy affecting the whole or any part of the Charged Property or exercise the statutory powers of leasing under the LPA 1925;
- 7.8 the Company shall not do or permit to be done anything which would or might depreciate, jeopardise or otherwise prejudice the Security held by the Beneficiaries or materially diminish the value of any of the Charged Property;
- 7.9 the Company shall comply with all laws and regulations for the time being in force relating to or affecting any Charged Property including, but not limited to, any notices issued by any public or local body or public authority;
- 7.10 the Company shall, promptly on becoming aware, give the Beneficiaries notice in writing of any breach of any representation and warranty or covenant set out in this Charge; and

- 7.11 the Company shall observe and perform all covenants, stipulations and conditions relating to the Charged Property and diligently enforce the same.

8. Powers of the Beneficiaries

The Beneficiaries shall have the following powers:

- 8.1 the Beneficiaries shall be entitled (but shall not be obliged) to remedy a breach at any time by the Company of any of its obligations contained in this Charge. Any monies expended by the Beneficiaries in remedying a breach by the Company of any of its obligations contained in this Charge shall be reimbursed by the Company to the Beneficiaries on a full indemnity basis and until reimbursed carry interest at the rate of 2% per cent per annum above the Bank of England's Base Rate;
- 8.2 in remedying any breach in accordance with clause 8.1, the Beneficiaries and its agents shall be entitled to enter onto the Charged Property and to take any action as the Beneficiaries may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works;
- 8.3 the rights of the Beneficiaries under clause 8.1 are without prejudice to any other rights of the Beneficiaries under this Charge and the exercise of those rights shall not make the Beneficiaries liable to account as a mortgagee in possession;
- 8.4 at any time after this Charge becomes enforceable, all powers of the Receiver may be exercised by the Beneficiaries whether or not it has taken possession of the Charged Property and without first appointing a Receiver and whether as attorney of the Company or otherwise;
- 8.5 if the Beneficiaries receive, or is deemed to have received, notice of any subsequent Security or other interest affecting all or part of the Charged Property, the Beneficiaries may open a new account for the Company in the Beneficiaries' books. Without prejudice to the Beneficiaries' right to combine accounts, no money paid to the credit of the Company in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities; and
- 8.6 If the Beneficiaries do not open a new account immediately on receipt of the notice, or deemed notice referred to in clause 8.5 then, unless the Beneficiaries give express written notice to the contrary to the Company, all payments made by the Company to the

Beneficiaries 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 Liabilities as from the time of receipt or deemed receipt of the relevant notice by the Beneficiaries.

- 8.7 after the Security constituted by this Charge has become enforceable, the Beneficiaries may, in their absolute discretion, enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

9. Enforcement of Security

- 9.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Charge) shall arise on and be exercisable at any time after the execution of this Charge, but the Beneficiaries shall not exercise such power of sale until the Beneficiaries shall have demanded payment of the Secured Liabilities whereupon it shall become immediately exercisable and the security constituted by this Charge shall become immediately enforceable.

- 9.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this Charge.

- 9.3 At any time after the security constituted by this Charge has become enforceable the Beneficiaries may, without further notice, appoint by way of a deed or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.

- 9.4 The Beneficiaries may, from time to time, determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

- 9.5 The power to appoint a Receiver conferred by this Charge shall be in addition to all statutory and others powers of the Beneficiaries under the Insolvency Act 1986, the LPA 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

- 9.6 The power to appoint a Receiver (whether conferred by this Charge or by statute) shall be, and remain, exercisable by the Beneficiaries despite any prior appointment in respect of all or any part of the Charged Property.

- 9.7 The Receiver shall (so far as the law permits) be the agent of the Company (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be

entitled to exercise all powers conferred by the LPA 1925 in the same way as if the Receiver had been duly appointed thereunder.

9.8 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Charge individually and to the exclusion of any other Receiver.

9.9 Neither the Beneficiaries, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

9.10 The receipt of the Beneficiaries, any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Beneficiaries, any Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10. Powers of Receiver

The Receiver shall in addition to the powers conferred by statute have the powers set out below (in the name of the Company or otherwise):

10.1 to undertake or complete any works of repair, alteration, building or development on the Charged Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;

10.2 to grant, or accept surrenders of any leases or tenancies affecting the Charged Property and may grant any other interest or right over the Charged Property on such terms and subject to such conditions as he thinks fit;

10.3 to provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such terms and subject to such conditions as he thinks fit;

10.4 to charge and receive such sums by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Beneficiaries may prescribe or agree with him;

- 10.5 to take possession, collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose;
- 10.6 to carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Company carried out at the Charged Property;
- 10.7 to sell, assign, lease, let and accept surrenders of leases of (or concur in selling, assigning, leasing, letting or accepting surrenders of leases of) all or any of the Charged Property for such consideration and, in such manner and generally on such terms and conditions as he thinks fit;
- 10.8 to sever and sell separately any fixtures or fittings from the Charged Property without the consent of the Company;
- 10.9 to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property;
- 10.10 to make any arrangement, settlement or compromise between the Company and any other person which he may think expedient;
- 10.11 to bring, continue or defend proceedings in relation to any of the Charged Property as he thinks fit;
- 10.12 to effect such insurances required to be maintained by the Company under this Charge as he thinks fit;
- 10.13 to exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925;
- 10.14 to redeem any prior Security and settle the accounts to which the Security relates;
- 10.15 to exercise all powers, authorisations and rights he would be capable of exercising, and do all such acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property;
- 10.16 to delegate his powers under this Charge on terms as he thinks fit;
- 10.17 to borrow monies from the Beneficiaries or others on the security of the Charged Property for the purpose of exercising any of his powers; and

10.18 to do all such other acts and things he may consider desirable or necessary for realising any of the Charged Property or that he considers incidental or conducive to any of his rights or powers conferred on him under this Charge or by law.

11. Costs and indemnity

11.1 The Company shall pay to, or reimburse, the Beneficiaries on demand on a full indemnity basis, all Costs incurred by the Beneficiaries, any Receiver or any Delegate in relation to:

11.1.1 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Beneficiaries', a Receiver's or a Delegate's rights under this Charge; or

11.1.2 suing for, or recovering any of the Secured Liabilities;

Including without limitation, the Costs of any proceedings pursuant to or relating to this Charge or the Secured Liabilities together with in the case of clauses 11.1.1 and 11.1.2 interest, on the amount due at 2% per annum above the Bank of England's Base Rate.

11.2 The Company shall indemnify the Beneficiaries, each Receiver and each Delegate, and their respective employees and agents against all Costs suffered or incurred by any of them directly or indirectly arising out of or in connection with:

11.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Charge or by law in respect of the Charged Property;

11.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or

11.2.3 any default or delay by the Company in performing any of its obligations under this Charge.

12. Protection of Third Parties

No purchaser, mortgagee or other person dealing with the Beneficiaries, any Receiver or Delegate shall be concerned to enquire whether any of the Secured Liabilities have become due or payable, whether any power the Beneficiaries, any Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable or how any money paid to the Beneficiaries, any Receiver or any Delegate is to be applied.

13. Power of Attorney

13.1 By way of security, the Company irrevocably appoints the Beneficiaries, every Receiver and every Delegate separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Company is required to execute and do under this Charge or any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Charge or by law on the Beneficiaries, any Receiver or any Delegate.

13.2 The Company ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 13.1.

14. Independent and Continuing Security

14.1 The security constituted by this Charge shall be in addition to, and independent of, any other Security or guarantee that the Beneficiaries may hold for any of the Secured Liabilities at any time.

14.2 The security constituted by this Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment unless and until the Beneficiaries discharges this Charge in writing.

15. Application of Proceeds

15.1 All monies received by the Beneficiaries, a Receiver or a Delegate under this Charge shall (so far as the law permits) be applied:

15.1.1 firstly in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Beneficiaries (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Charge and of all remuneration due to any Receiver under or in connection with this Charge;

15.1.2 secondly in or towards payment of or provision for the Secured Liabilities in any order and manner that the Beneficiaries determines; and

15.1.3 thirdly in payment of the surplus (if any) to the Company or other person entitled to it.

16. Delegation

16.1 The Beneficiaries and any Receiver may delegate by power of attorney or in any other manner all or any other powers, authorities and discretions which are for the time being

exercisable by the Beneficiaries and the Receiver (as appropriate) under this Charge to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions as the Beneficiaries and Receiver (as appropriate) may think fit.

- 16.2 The Beneficiaries 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.

17. Miscellaneous

- 17.1 No party shall assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Charge, save that the Beneficiaries may assign or transfer the whole or any part of the benefit of this Charge to their respective successors, personal representatives and permitted assigns.

- 17.2 The Beneficiaries' rights under this Charge are cumulative, may be exercised as often as the Beneficiaries considers appropriate, and are in addition to its rights and powers under the general law.

- 17.3 Any waiver or variation of any right by the Beneficiaries (whether arising under this Charge or under the general law) shall only be effective if it is in writing and signed by the Beneficiaries and applies only in the circumstances for which it was given, and shall not prevent the Beneficiaries from subsequently relying on the relevant provision.

- 17.4 No act or course of conduct or negotiation by or on behalf of the Beneficiaries shall, in any way, preclude the Beneficiaries from exercising any right or power under this Charge or constitute a suspension or variation of any such right or power.

- 17.5 No delay or failure to exercise any right or power under this Charge shall operate as a waiver.

- 17.6 This Charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

- 17.7 Except as expressly provided in this Charge, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.

18. Notices

- 18.1 Each notice or other communication required to be given under, or in connection with, this Charge shall be in writing, delivered personally or sent by pre-paid first-class letter and sent to

the address given at the beginning of this Charge or to any other address that are notified by one party to the other.

18.2 Any notice or other communication given by the Beneficiaries shall be deemed to have been received:

18.2.1 if given by hand, at the time of actual delivery; and

18.2.2 if posted, on the second Business Day following the day on which it was despatched by pre-paid first-class post.

18.3 A notice or other communication given as described in clause 18.2.1 on a day which is not a Business Day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day.

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

19. **Governing Law and Jurisdiction**

19.1 This Charge and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Charge or its subject matter or formation (including non-contractual disputes or claims).

Executed on the date that appears on the front of this document.

The Schedule**Property**

Description of the Property	Site Number Br95/1 Tanfield Lea Industrial Estate North, Tanfield Lea, Stanley.
Title number	DU185900

Executed as a deed but not delivered until the date on the front of this document by

Classic Windows (NE) Limited

acting by **Jamie Blackwood**

a director in the presence of

Signature of witness

Paul Blackwood

Name of witness

Address

Occupation

Signed as a deed by

Andrew Peart

in the presence of

Signature of witness

Barry Gill

Name of witness

Address

Occupation

(signature of director)

(signature)

Signed as a deed by

Joseph Wallis

in the presence of

Signature of witness

Barry Gill

Name of witness

Address

Occupation

(signature)