



**Registration of a Charge**

Company name: **Astley Facades Limited**

Company number: **04404078**



X5K8S0UP

Received for Electronic Filing: **21/11/2016**

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**Details of Charge**

Date of creation: **15/11/2016**

Charge code: **0440 4078 0004**

Persons entitled: **SHAUN MACLEAN**

Brief description: **THIS IS AN ACCESSION DEED PURSUANT TO A DEBENTURE DATED 15 NOVEMBER 2016 BETWEEN, INTER ALIA, DUALITY GROUP LIMITED AND SHAUN MACLEAN.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4404078

Charge code: 0440 4078 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2016 and created by Astley Facades Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st November 2016 .

Given at Companies House, Cardiff on 22nd November 2016

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**

This Deed of Accession is made on 15 November 2016

**Between**

- (1) Astley Facades Limited (registered in England with number 04404078) (**Acceding Obligor**);  
and
- (2) Shaun Maclean (**Lender**).

**Whereas**

- (A) This Deed of Accession is supplemental to a composite guarantee and debenture dated 15 November 2016 between, inter alia, Duality Group Limited and the Lender (**Debenture**).

**It is agreed**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

1.1.1 Save to the extent otherwise defined in this Deed of Accession, terms defined in the Debenture have the same meaning when used in this Deed of Accession.

1.1.2 In this Deed of Accession, **Subsidiary Shares** means all shares present and future held by the Acceding Obligor or its Subsidiaries including those listed in schedule 2 (*Subsidiary Shares*) to this Deed of Accession.

**1.2 Interpretation**

Clauses 1.2 (*Interpretation*), 1.3 (*Third party rights*), 1.4 (*Administration*) and 1.5 (*Incorporated terms*) of the Debenture are incorporated in this Deed of Accession of Accession as if they were set out in full in this Deed of Accession, but so that references in those clauses to **this Deed** shall be construed as references to this Deed of Accession.

**2. ACCESSION OF ACCEDING OBLIGOR**

**2.1 Accession**

The Acceding Obligor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

**2.2 Covenant to pay**

The Acceding Obligor covenants with the Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Documents.

**2.3 Charging provisions**

All security created by an Acceding Obligor under clauses 2.3 and 2.4 is:

- 2.3.1 a continuing security for the payment and discharge of the Secured Obligations;
- 2.3.2 granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- 2.3.3 granted in respect of all the right, title and interest (if any), present and future of the Acceding Obligor in and to the relevant Secured Asset; and

2.3.4 in favour of the Lender.

## 2.4 **First fixed charges**

The Acceding Obligor charges by way of first fixed charge:

- 2.4.1 all other interests and estate in any freehold, leasehold (other than any Short Leasehold Property) or commonhold property;
- 2.4.2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- 2.4.3 the benefit of all other agreements, instruments and rights relating to its Secured Property;
- 2.4.4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- 2.4.5 the Subsidiary Shares together with all Related Rights;
- 2.4.6 the Investments together with all Related Rights;
- 2.4.7 all book and other debts due to the Acceding Obligor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- 2.4.8 all monies from time to time standing to the credit of each account held by the Acceding Obligor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- 2.4.9 all its Intellectual Property;
- 2.4.10 all its goodwill and uncalled capital;
- 2.4.11 the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- 2.4.12 the Key-Man Policies and the Relevant Policies to which it is a party.

## 2.5 **Floating charge**

The Acceding Obligor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of fixed charge or assigned under clause 2.4.

## 2.6 **Qualifying floating charge**

This Deed of Accession contains a qualifying floating charge and clause 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed of Accession.

3. **CONSENT OF EXISTING CHARGING COMPANIES**

The Chargors agree to the terms of this and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4. **SECURITY POWER OF ATTORNEY**

The Acceding Obligor, 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 Acceding Obligor is obliged to take under this Deed of Accession or the Debenture but which Acceding Obligor has failed to do. The Acceding Obligor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5. **NOTICES**

The Acceding Obligor confirms that its address details for notices in relation to clause 25 of the Debenture is its registered office from time to time.

6. **COUNTERPARTS**

This Deed of Accession may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed of Accession.

7. **GOVERNING LAW**

Clause 31 (*Governing law*) of the Debenture shall be incorporated in this Deed of Accession as if set out here in full but so that references to the Debenture shall be construed as references to this Deed of Accession.

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

**SCHEDULE 1**

**PROPERTIES**

Nothing at the date of this Deed

## **SCHEDULE 2**

### **SUBSIDIARY SHARES**

The entire issued share capital of the following companies:

1. Astley Facades (North East) Limited;
2. Astley Facades (Midlands) Limited; and
3. Astley Facades (UK) Limited.



**SCHEDULE 3**

**KEY-MAN POLICIES**

Nothing at the date of this Deed

**SIGNATURES TO THE DEED OF ACCESSION**

**Company**

**Acceding Obligor**

Executed as a deed by  
**Astley Facades Limited**  
acting by a director in the presence of

Director

Signature of witness

Name ANDREW EDWARDS,

Address

**The Lender**

Executed as a deed by Shaun Maclean

in the presence of

Witness

ANDREW SWALPE, Full Name

Address

Occupation