

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

660076138

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR01/

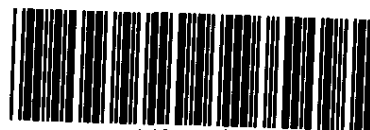
For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form,
scanned and placed on the public record. Do not send the original.

FRIDAY



SCA5AM0Y

SCT

18/08/2023

#145

COMPANIES HOUSE

1 Company details

Company number S C 3 7 8 4 5 9
Company name in full ANDREW WRIGHT WINDOWS LIMITED

3 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 7 0 8 1 2 0 1 2 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Bernardine Berry

Name Charles Berry

Name

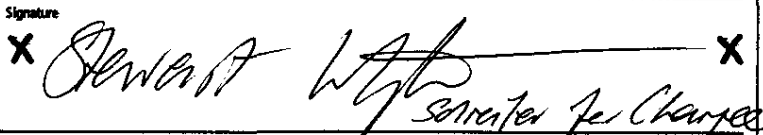
Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description: None	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature:  This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Stewart Whyte

Company name ISW Legal

Address 26 Netherpark Avenue

Post town Glasgow

County/Region East Renfrewshire

Postcode G 4 4 3 X W

Country Scotland

UK

Telephone

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 378459

Charge code: SC37 8459 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th August 2023 and created by ANDREW WRIGHT WINDOWS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th August 2023.

Given at Companies House, Edinburgh on 18th August 2023



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

FLOATING CHARGE

by

ANDREW WRIGHT WINDOWS LIMITED

in favour of

BERNARDINE BERRY AND CHARLES BERRY

7 August 2023

*Certified a true copy
of the original
document by me,
Stewart Whyte Solicitor
on 16 August 2023*

Stewart Whyte

Stewart Whyte
ISW Legal
26 Netherpark Av, Glasgow G44 3XW
Email: swhyte@iswlegal.co.uk
Tel: 0141 280 3737



For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Agreement is delivered on 7 August 2023

FLOATING CHARGE

by

ANDREW WRIGHT WINDOWS LIMITED incorporated and registered in Scotland with company number SC378459 whose registered office is at 9/11 Telford Place, South Newmoor Industrial estate, Irvine, Ayrshire, KA11 4HW ("the Company").

in favour of

BERNARDINE BERRY and CHARLES BERRY residing at 34 Frith Road, Troon, KA10 6TG (**Creditors**).

WHEREAS

- (A) **ANDREW WRIGHT HOLDINGS LTD**, incorporated and registered in Scotland with company number SC771737, whose registered office is at 216 West George Street, Glasgow, G2 2PQ ("AWH"), has purchased the whole issued share capital of the Company's holding company, Andrew Wright 2010 Holdings Limited ("AW2010") from the Creditors and the Company has agreed to guarantee the payment obligations of AWH to the Creditors.
- (B) The Company has agreed to grant a floating charge (the "**Floating Charge**") to the Creditors on the terms set out in this document as security, inter alia, for the performance of the Company's payment obligations and other liabilities to the Creditors under and pursuant to a Guarantee and Indemnity (as defined below) provided to the Creditors in respect of the obligations of AWH under the Share Purchase Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. Interpretation

1.1. In the interpretation of this Floating Charge, the following terms shall have the following meanings:

"Assets"	means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.
"AW2010"	Andrew Wright 2010 Holdings Limited, a company incorporated and registered in Scotland with company number SC166519 and having its registered office at 9 Telford Place, South Newmoor Industrial Estate, Irvine, Ayrshire, KA11 4HW.
"AWG"	Andrew Wright Glass Limited, a company incorporated and registered in Scotland with company number SC378034 and having its registered office at 9/11 Telford Place, South Newmoor Industrial Estate, Irvine, Ayrshire, KA11 4HW.
"Business Day"	means a day (other than a Saturday or Sunday) when banks are open for business in Scotland.
"Default Rate"	means the rate of 4% above the base rate of Bank of Scotland Plc from time to time.

"Guarantee and Indemnity"	means the guarantee and indemnity given by the Company and other companies in the Group in respect of the liabilities of AWH to the Creditors under the Share Purchase Agreement.
"Receiver"	means a receiver or administrative receiver appointed under this Floating Charge in respect of the Company or over all or any of its Assets.
"Secured Liabilities"	means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Creditors by the Company, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety, including the Company's payment obligations and other liabilities to the Creditors under the Guarantee and Indemnity in respect of AWH's liabilities to the Creditors under the Share Purchase Agreement.
"Share Purchase Agreement"	the Share Purchase Agreement entered into of even date with the date hereof pursuant to which AWH purchased the entire issued share capital of AWG and AW2010 from the Creditors.

1.2. In this Floating Charge, references to:

- 1.2.1. the singular includes the plural and vice versa;
- 1.2.2. references to gender include references to both genders;
- 1.2.3. clause headings are for reference only and shall not affect the construction or interpretation of this Floating Charge;
- 1.2.4. statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation; and
- 1.2.5. any term or phrase defined in the Companies Act 1985 or the Companies Act 2006 (as amended or in force from time to time) shall bear the same meaning in this Floating Charge.

2. **Payment Obligation**

- 2.1. The Company shall on demand in writing made to it pay or discharge the Secured Liabilities upon the Secured Liabilities becoming due and payable.
- 2.2. If the Company shall fail to pay any amount due under this Floating Charge when it is due, then such amount will bear interest at the Default Rate (after as well as before decree and payable on demand) from the due date until such amount is paid in full to the Creditors.

3. **Charging Provision**

- 3.1. The Company grants a Floating Charge over the Assets to the Creditors as a continuing security for the payment or discharge of the Secured Liabilities.
- 3.2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Floating Charge.

4. **Negative Pledge and Ranking of Floating Charge**

- 4.1. The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this Floating Charge any fixed security or any other floating charge over the Assets or any part or parts of them, other than with the prior written consent of the Creditors.

- 4.2. Any fixed security granted by the Company in favour of the Creditors (whether before or after the date of this Charge) shall rank in priority to the floating charge created by this Floating Charge.
- 4.3. In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in clause 4.1, this Floating Charge shall rank in priority to that fixed security or floating charge.

5. **Undertakings**

5.1. The Company shall not without the prior written consent of the Creditors:

- 5.1.1. sell, transfer, assign, factor, lease, license or otherwise dispose of all or any of the Assets or its interest in them other than in the ordinary course of trading; or
- 5.1.2. grant any lease of, part with possession or share occupation of, the whole or any part of its heritable or leasehold properties, or confer any licence, right or interest to occupy or grant any licence or permission to assign, sublet or part with possession of the same;
- 5.1.3. cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Assets.

5.2. The Company shall:

- 5.2.1. at all times comply with the terms of this Floating Charge;
- 5.2.2. if and when required by the Creditors, grant in their favour (or as the Creditors may direct) such fixed or specific security or charge or assignation over all or any of the Assets as the Creditors may require;
- 5.2.3. comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town and country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
- 5.2.4. keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
- 5.2.5. ensure that all the Assets that are insurable are insured with a reputable insurer or underwriter to such extent and against such risks as is normal for prudent companies in businesses similar to those of the Company and pay all premiums and other money due and payable under all such insurances and provide premium receipts or any other evidence of payment upon request by the Creditors.
- 5.2.6. notify the Creditors immediately if any creditor executes diligence against the Company or any distress or execution is levied or enforced against the Company, or any type of third-party debt order or freezing order is made and served on the Company; and
- 5.2.7. notify the Creditors immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company.

6. Protection of Security

- 6.1. The Company agrees that this Floating Charge is and shall be in addition and without prejudice to any other security or rights which the Creditors holds or may hold in respect of all or any of the Secured liabilities.
- 6.2. This Floating Charge will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or part of the Secured Liabilities.
- 6.3. The obligations of the Company under this Floating Charge will not be affected by any act or omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any obligations hereunder in whole or in part, including (without limitation):
 - 6.3.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Creditors may have now or in the future from or against the Company or any other person in respect of the Secured Liabilities;
 - 6.3.2. any act or omission of the Creditors or any other person in taking up, perfecting, or enforcing any security or guarantee from or against the Company or any other person or the invalidity of such security or guarantee;
 - 6.3.3. any amendment, variation, restatement of, or supplement to or novation, transfer or termination (in whole or in part) of any document relating to the Secured Liabilities or any exercise by the Creditors (in their absolute discretion) of their rights to refuse, grant, continue, vary, review, determine or increase any facilities to the Company or any other person;
 - 6.3.4. any grant of time or indulgence, waiver or concession to the Company or any other person;
 - 6.3.5. any arrangement or compromise entered into between the Creditors and the Company or any other person;
 - 6.3.6. the administration, bankruptcy, insolvency, liquidation, winding up, receivership, dissolution, incapacity, limitation, discharge by operation of law or change in the constitution of the Company or any other person;
 - 6.3.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company or any other person;
 - 6.3.8. any postponement, discharge, reduction, non-provability, inability to claim, or similar circumstance affecting the obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.
- 6.4. The Creditors shall not be obliged, before exercising any of their rights, powers or remedies conferred upon them by or pursuant to this Floating Charge or by law to:
 - 6.4.1. take any action or obtain judgement or decree in any court against the Company;
 - 6.4.2. make or file any claim to rank in a winding-up or a liquidation of, or other proceedings relating to the Company; or
 - 6.4.3. enforce or seek to enforce any other security taken, or exercise any right or pleas available to the Creditors, in respect of the Secured Liabilities.
- 6.5. Any settlement or discharge between the Company and the Creditors shall be conditional upon no security or payment granted or made to the Creditors by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of

the Creditors) the Creditors shall be entitled to recover from the Company the value or amount of such security or payment from the Company as is such settlement or discharge had not occurred.

7. Enforcement

7.1 This Floating Charge shall become enforceable upon and at any time after the occurrence of any of the following events:

- 7.1.1. if the Company has failed to pay all or any of the Secured Liabilities following a demand for payment from the Creditors;
- 7.1.2. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
- 7.1.3. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Company or any part of its undertaking or assets;
- 7.1.4. the making of a request by the Company for the appointment of a receiver or administrator; and
- 7.1.5. if the Company breaches any of the provisions of this Floating Charge.

7.2. Either Seller may enforce the provisions of this guarantee for their own benefit and also that of the other Seller.

8. Appointment of Receiver or Administrator

8.1. At any time after this Floating Charge has become enforceable the Creditors shall be and is entitled to appoint in writing any one or more persons as:

- 8.1.1. a Receiver of all or any of the Assets; and/or
- 8.1.2. an administrator of the Company,
- 8.1.3. in each case in accordance with and to the extent permitted by applicable laws.

8.2. Without prejudice to the foregoing provisions, if any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Creditors shall be entitled to appoint another person or persons as Receiver or Receivers in his place.

8.3. Where more than one Receiver is appointed they will have power to act separately (unless the appointment by the Creditors specifies to the contrary.

8.4. The Company shall be solely responsible for the acts and defaults of a Receiver appointed under this Charge and for his remuneration, costs, charges and expenses and the Creditors shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses.

8.5. Subject to section 58 of the Insolvency Act 1986, the Creditors may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place.

8.6. The Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set

out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power:

- 8.6.1. to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of the assets of the Company;
- 8.6.2. to make any arrangement or compromise which the Creditors or the Receiver may think fit;
- 8.6.3. to sever any fixtures (including trade and tenants' fixtures) from the property of which they form part;
- 8.6.4. to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company;
- 8.6.5. to convene an extraordinary general meeting of the Company;
- 8.6.6. to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Assets located in England and Wales; and
- 8.6.7. to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.

9. Application of Security Proceeds

- 9.1. Any money received under the powers conferred by this Floating Charge will, subject to the payment or repayment of any prior claims, be paid or applied in payment or discharge of the Secured Liabilities (subject to the terms of section 60 of the Insolvency Act 1986 and other applicable laws) provided that the Receiver may retain any money in his hands for so long as he thinks fit and the Creditors may, without prejudice to any other rights the Creditors may have at any time and from time to time, place and keep for such time as the Creditors may think prudent any money received, recovered or realised under or by virtue of this Floating Charge to or at a separate or suspense account to the credit either of the Company or as the Creditors thinks fit without any immediate obligation on the part of the Creditors to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.
- 9.2. Subject to clause 9.2, any money received or realised by the Creditors from the Company or a Receiver under this Floating Charge or any administrator may be applied by the Creditors to any item of account or liability or transaction in such order or manner as the Creditors may determine

10. Notices

- 10.1. Any communication to be made under or in connection with this agreement shall be made in writing and, unless otherwise agreed between the parties, shall be by letter to the addresses shown under the parties' details given above.
- 10.2. Any letter delivered by one person to another under or in connection with this agreement will only be effective when it has been delivered to the relevant address or three Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.

11. Miscellaneous

- 11.1. No failure or delay by the Creditors in exercising any right or remedy under this Floating Charge shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.

11.2. This Floating Charge may be executed in any number of counterparts and by each of the parties on separate counterparts. If executed in counterparts, this Floating Charge will not take effect until each of the counterparts has been delivered. Each counterpart will, when executed and delivered, constitute a duplicate original, and all of the counterparts shall together constitute the one agreement.

12. Consent to Registration

The Company consents to the registration of this Floating Charge for preservation and execution.

13. Governing Law

This Floating Charge shall be governed by and construed according to Scots law **IN WITNESS WHEREOF** these presents consisting of this and the preceding ~~five (5)~~ pages are executed as follows:

~~five (5)~~
six (6) *ub*

Signed for and on behalf of **ANDREW WRIGHT WINDOWS LIMITED**

by MARK BRADFORD, a director

at GLASGOW

on 02/08/2023

Mark Bradford
.....
Director

in the presence of:

Alexander Bruce Mudie
..... Witness signature
ALEXANDER BRUCE MUDIE Witness full name
319 ST VINCENT ST. Witness address
GLASGOW, G2 5RG

Signed by **BERNARDINE BERRY**

at

on

.....
Bernardine Berry

in the presence of:

..... Witness signature
..... Witness full name
..... Witness address
.....

11.2. This Floating Charge may be executed in any number of counterparts and by each of the parties on separate counterparts. If executed in counterparts, this Floating Charge will not take effect until each of the counterparts has been delivered. Each counterpart will, when executed and delivered, constitute a duplicate original, and all of the counterparts shall together constitute the one agreement.

12. Consent to Registration

The Company consents to the registration of this Floating Charge for preservation and execution.

13. Governing Law

This Floating Charge shall be governed by and construed according to Scots law **IN WITNESS WHEREOF** these presents consisting of this and the preceding ~~two~~ ^{six} pages are executed as follows:

Signed for and on behalf of **ANDREW WRIGHT WINDOWS LIMITED**

by _____, a director

at _____

on _____

Director

in the presence of:

..... Witness signature

..... Witness full name

..... Witness address

Signed by **BERNARDINE BERRY**

at *Treen*

on *2 August 2023*

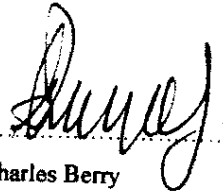
B. Berry
Bernardine Berry

in the presence of:

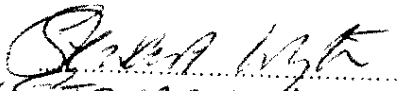
Stewart W. T. Witness signature
IAN STEWART WRIGHT Witness full name
24 Netherside Ave Witness address
Glasgow

Signed by **CHARLES BERRY**

at Trach
on 2 August 2023


Charles Berry

in the presence of:

 Witness signature
191N STUART WHITE Witness full name
26 Nettie park Av Witness address
Brisbane