

MR01 105451/£D

Particulars of a charge



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 MR08.

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

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. This is scanned and placed on the public record. **Do not send the original.**

MONDAY



S467DMCB
SCT 27/04/2015 #20
COMPANIES HOUSE

For official use

1 Company details

Company number S C 3 4 5 5 6 5

Company name in full Ace Recycling Group CIC

→ **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 d 0 d 7 m 0 m 4 y 2 y 0 y 1 y 5

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 Resilient Scotland Limited as Trustee for the
Jessica (Scotland) Trust (the "Chargee")

Name

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.

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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

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.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ 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.

☒ Yes

☐ 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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

For and on behalf of Shepherd and Wedderburn
LLP (as agents for the Chargee)

X

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 Alison Blair

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 473 5779



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 345565

Charge code: SC34 5565 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th April 2015 and created by ACE RECYCLING GROUP CIC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2015.

Given at Companies House, Edinburgh on 5th May 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



SHEPHERD+ WEDDERBURN

CERTIFIED A TRUE COPY

Michael Blin
FOR AND ON BEHALF OF
SHEPHERD AND WEDDERBURN LLP
27/04/15 DATE

Floating Charge

by

ACE RECYCLING GROUP CIC
as Chargor

in favour of

RESILIENT SCOTLAND LIMITED, in its capacity as Trustee for
the JESSICA (Scotland) Trust and acting through Foundation
Scotland as agent for and on behalf of the JESSICA (Scotland)
Trust
as Lender

FLOATING CHARGE

between

- (1) **ACE RECYCLING GROUP CIC.**, a company interest company registered in Scotland with Company Number SC345565, whose registered office is at The Hub, The Whins, Alloa, Clackmannanshire FK10 3SA as chargor (the "**Chargor**"); and
- (2) **RESILIENT SCOTLAND LIMITED**, a company incorporated in Scotland with registered number SC411661 having its registered office at c/o Foundation Scotland, 22 Calton Road, Edinburgh, EH8 8DP, in its capacity as Trustee for the JESSICA (Scotland) Trust and acting through Foundation Scotland, a company limited by guarantee incorporated in Scotland with Company Number SC152949 (a Scottish charity, with Scottish charity number SC022910), having its registered office at 22 Calton Road, Edinburgh, EH8 8DP as agent for and on behalf of the JESSICA (Scotland) Trust (the "**Lender**").

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Charge:

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act.

"**Charged Assets**" means the whole of the property, assets and rights (including uncalled capital) which are or may from time to time while this Charge is in force be comprised in the property and undertaking of the Chargor.

"**Financial Collateral**" shall have the meaning given to that expression in the Financial Collateral Regulations.

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226).

"**Insolvency Act**" means the Insolvency Act 1986.

"**Permitted Security**" means:

- (a) a fixed security in favour of the Lender;
- (b) any Security arising by operation of law and in the ordinary and usual course of trading of the Chargor; and
- (c) an Security consented to in writing by the Lender;

"**Receiver**" means a receiver or administrative receiver appointed pursuant to this Charge in respect of the Chargor or over all or any of the Charged Assets.

"**Secured Liabilities**" means all present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Chargor to the Lender and in whatever manner and on any account.

"**Security**" means a mortgage, standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Financial Collateral Arrangements**" shall have the meaning given to that expression in the Financial Collateral Regulations.

1.2 Construction

1.2.1 clause and Schedule headings shall not affect the interpretation of this Charge;

1.2.2 a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or

agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;

- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to writing or written includes fax but not e-mail;
- 1.2.9 a reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time;
- 1.2.10 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Charge;
- 1.2.11 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;
- 1.2.12 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.13 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.14 references to a "fixed security" shall be construed as references to a fixed security as defined in Section 486 of the Companies Act 1985 as in force at the date of this Charge.

2. Undertaking to Pay Secured Liabilities

The Chargor:

- 2.1 undertakes to the Lender to pay and perform to the Lender or as the Lender may direct the Secured Liabilities:
 - (a) on the due date for payment or performance of the Secured Liability concerned as provided by the terms of any agreement or document constituting the same; and
 - (b) in the absence of any express provision for payment and performance of the Secured Liability concerned on written demand by the Lender.
- 2.2 agrees with the Lender that a certificate signed by any manager or officer of the Lender as to the amount or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor; and
- 2.3 agrees to pay interest on the Secured Liabilities from the date the same become due under Clause 2.1 until the date of payment at the rate of 2% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.

3. Floating Charge

The Chargor as security for the due and punctual payment and performance of the Secured Liabilities hereby grants in favour of the Lender a floating charge over the Charged Assets.

4. Restrictions on Dealing with Charged Assets

4.1 Negative Pledge

The Chargor shall not create or permit to subsist any Security over any Charged Asset, except Permitted Security.

4.2 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset otherwise than in the ordinary course of business.

5. Ranking

5.1 Fixed securities in favour of the Lender

Any fixed security granted by the Chargor in favour of the Lender shall rank in priority to the floating charge created by this Charge.

5.2 Securities in favour of third parties

In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 (*Restrictions on Dealing with Charged Assets*) or with the consent of the Lender but with no written agreement of the Lender as to the ranking of them, the floating charge created by this Charge shall rank in priority to that fixed security or floating charge.

6. Enforcement

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

- 6.1.1 if the Chargor fails to pay any or all of the Secured Liabilities in accordance with Clause 2;
- 6.1.2 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;
- 6.1.3 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 wind up or dissolve the Chargor or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer to the Chargor or any part of its undertaking or assets; or
- 6.1.4 the making of a request by the Chargor for the appointment of an administrator.

7. Appointment of Receivers or Administrators

7.1 Appointment of Receivers

If:

- 7.1.1 requested by the Chargor; or
- 7.1.2 this Charge has become enforceable,

without any notice or further notice, the Lender may appoint by instrument in writing, or otherwise, any one or more persons to be a Receiver of the Charged Assets in each case in accordance with and to the extent permitted by applicable laws.

7.2 Appointment of Administrators

Paragraph 14 of Schedule B1 to the Insolvency Act applies to this Charge and the Lender may appoint an Administrator of the Chargor pursuant to that paragraph at any time after this Charge has become enforceable.

7.3 Replacement Receivers or Administrators

The Lender may (so far as it is lawfully able to do so) from time to time by instrument in writing, or otherwise, remove any person appointed to be Administrator or Receiver and may in a similar way appoint another in his place.

7.4 Ability to act jointly and severally

If at any time two or more persons shall hold office as Administrator or Receiver, each one of them shall be separately entitled (subject to any contrary direction in the appointment) to exercise all the powers, authorities and discretions conferred on them.

7.5 Lender's liability

Neither the Lender, any Receiver or Administrator shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with all or any of the Charged Assets for which a mortgagee or heritable creditor in possession might as such be liable.

7.6 Costs and Expenses

All reasonable costs, charges and expenses properly incurred by the Lender or the Administrator or Receiver (including its internal management and administration costs and the costs of any proceedings in relation to this Charge or the Secured Liabilities) shall be paid by the Chargor.

7.7 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

8. Rights of Receivers

8.1 Powers of Receivers

Any Receiver shall (subject to any limitations or restrictions expressed in the document appointing him) have the powers (as varied and extended by this Charge) set out in Schedule 2 to the Insolvency Act and (without affecting the above in any way) the following powers:

- 8.1.1 to promote the formation of a subsidiary or subsidiaries of the Chargor, 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 Chargor;
- 8.1.2 to make any arrangement or compromise which the Lender or the Receiver may think fit;
- 8.1.3 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part;
- 8.1.4 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Chargor;
- 8.1.5 to convene an extraordinary general meeting of the Chargor;
- 8.1.6 to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Charged Assets located in England and Wales; and
- 8.1.7 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 Charged Assets.

8.2 Dealings with third parties

No purchaser, secured creditor or other person dealing with any Receiver shall be concerned whether the Secured Liabilities have become payable or enforceable or whether any of the Secured Liabilities remain outstanding under this Charge or shall be concerned with any application of any money paid to any Receiver.

8.3 Financial collateral arrangements

- 8.3.1 To the extent that Charged Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Charge, the Lender shall have the right, at any time after this Charge becomes enforceable, to appropriate all or any part of those Charged Assets in or towards the payment or discharge of the Secured Liabilities.
- 8.3.2 The value of any Charged Assets appropriated in accordance with this Clause 8.3 shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause 8.3 are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.
- 8.3.3 To the extent that Charged Assets constitute Financial Collateral, the Chargor agrees that such Charged Assets shall be held or designated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations.

9. Undertakings

- 9.1 The Chargor shall not without the prior written consent of the Lender:
 - 9.1.1 deal with book or other debts or securities forming part of the Charged Assets otherwise than in the ordinary course of getting in and realising the same, which shall not include or extend to selling or assigning or in any other way factoring or discounting any of them;
 - 9.1.2 pull down or remove the whole or any part of any buildings forming part of the Charged Assets or sever or unfix or remove any of the fixtures attaching to them nor (except for the purposes of effecting necessary repairs or of replacing any of them with new or improved models or substitutes) remove any of the plant and machinery belonging to or used by the Chargor and the Chargor shall whenever any of that plant and machinery is destroyed or damaged or deteriorates, immediately reinstate the same;
 - 9.1.3 grant or agree to grant any tenancy or licence affecting all or any of the Charged Assets or grant or agree to grant a lease of, or accept a surrender of a lease or tenancy of, all or any part of them;
 - 9.1.4 become cautioner, guarantor or surety for any person, firm or company;
 - 9.1.5 undertake any obligation to any third party which results in the Chargor's rights to recover or take payment of any monies due or which may become due to the Chargor from any one of its debtors being postponed or subordinated to the claims of such third party; or
 - 9.1.6 cause or permit to be done anything which may in any way jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.
- 9.2 The Chargor shall:
 - 9.2.1 if and when required by the Lender, grant in its favour or as the Lender shall direct, such fixed or specific security or charge over all or any of the Charged Assets as the Lender may require;
 - 9.2.2 promptly notify the Lender of its acquisition of any heritable, freehold or leasehold property and if required to do so by the Lender, deposit with the Lender during the continuance of this security all charges and documents of title relating to that property;
 - 9.2.3 pay any amount to be paid to the Chargor in respect of any uncalled capital to the Lender which may at any time apply the whole or any part of it in or towards satisfaction of the Secured Liabilities;
 - 9.2.4 at all times keep the Charged Assets in good repair;

- 9.2.5 insure the Charged Assets and keep them insured or procure that they are insured or kept insured with a reputable insurance company against loss or damage by fire and such other risks as the Lender from time to time may require, to their full replacement value and produce if required to do so by the Lender all receipts for the current premiums and, failing payment of any premium, the Lender may at the Chargor's expense effect or renew any such insurance as the Lender shall see fit, debiting the amount of any such insurance to any account in the Chargor's name with the Lender;
- 9.2.6 notify the Lender immediately in the event of any creditor executing diligence against the Chargor (whether effectual or not) or any distress or execution being levied or enforced against the Chargor or any third party debt order or freezing order being made and served on the Chargor;
- 9.2.7 notify the Lender 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 Chargor) in relation to the administration, receivership, winding-up or dissolution of the Chargor;
- 9.2.8 maintain its centre of main interests (COMI) in the United Kingdom for the purposes of the Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings; and
- 9.2.9 sign and effect all documents, assurances and matters as the Lender may reasonably require for perfecting the security intended to be created by this Charge and for facilitating the realisation of the Charged Assets.

10. Lender's Right to Perform Chargor's Obligations

- 10.1 If the Chargor fails to perform any obligations imposed upon it by this Charge the Lender may but is not obliged to take such steps as in its opinion may be required to remedy such failure including making any payment and for that purpose the Lender and its agents may enter upon any of the Charged Assets without being deemed to have entered into possession of the Charged Assets.
- 10.2 The Chargor shall indemnify the Lender from and against any sums expended by the Lender pursuant to Clause 10.1.
- 10.3 All amounts payable under Clause 10.2 shall bear interest at the rate of 2% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.

11. Lender's Right to Set Off and Debit Accounts

The Chargor agrees that:

- 11.1 any monies from time to time standing to its credit on any account with the Lender may be retained as cover for and at any time, without notice to the Chargor, applied by the Lender in or towards payment or satisfaction of the Secured Liabilities or to the credit of any other account nominated by the Lender as security for any contingent or future liability of the Chargor to the Lender; and
- 11.2 the Lender may debit any account of the Chargor with the Lender with the whole or any part of any amount due by the Chargor under this Charge whether any such account shall be overdrawn or may become overdrawn by reason of any such debit.

12. Other Lender Rights

- 12.1 The Chargor authorises the Lender to:
 - (a) appoint such accountants as it thinks fit to investigate and report to the Lender on the financial affairs of the Chargor and its subsidiaries at any time as the Lender thinks fit;
 - (b) redeem any Security having priority to the security granted in favour of the Lender pursuant to this Charge or procure the transfer of such prior Security to the Lender;
 - (c) disclose information about the Chargor, this Charge, the Charged Assets and the Secured Liabilities to:

- (i) any party to whom the Lender has assigned or transferred or intends to assign or transfer its rights under this Charge;
- (ii) any other person if required by law to do so; and

12.2 The Chargor agrees that:

- (a) any sums expended by the Lender pursuant to Clauses (a) and (b) shall be payable by the Chargor to the Lender on written demand by the Lender;
- (b) all amounts payable under Clause (a) shall bear interest at 2% above the Bank of England base rate from time to time from the date the same are incurred, computed and compounded monthly; and
- (c) all amounts payable under Clause (a) and (b) shall, for the avoidance of doubt, form part of the Secured Liabilities.

13. Preservation of Rights

13.1 This Charge, the security constituted by this Charge and the rights, powers, remedies and discretions conferred by this Charge shall not be discharged, impaired or otherwise affected by:

- 13.1.1 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor; or
- 13.1.2 any act or omission or other circumstances which but for this provision might operate to release the Chargor from its obligations in respect of the Secured Liabilities, in whole or in part.

14. Rights etc. Under this Charge Additional

14.1 This Charge, the security constituted by this Charge and the rights, powers, remedies and discretions conferred by this Charge:

- 14.1.1 shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any collateral or other security, right, remedy or power whether at law or otherwise which the Lender may now or at any time after the date of this Charge have or hold for all or any part of the Secured Liabilities or by any such collateral or other security, right, remedy or power becoming wholly or in part void or voidable or unenforceable or by the failure to perfect or enforce any such collateral or other security, right, remedy or power; and
- 14.1.2 may be enforced or exercised without the Lender first having taken action or obtained decree against the Chargor, filed any claim to rank in the winding up or liquidation of the Chargor or having enforced or sought to enforce any other collateral, security, right, remedy or power whether at law or otherwise.

15. Continuing Security

15.1 The security constituted by this Charge shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

16. Suspense Accounts

All monies received by the Lender under this Charge may at the discretion of the Lender be credited to a suspense account and may be held in such account for so long as the Lender shall think fit without any obligation to apply all or any part of such monies in or towards payment or performance of the Secured Liabilities.

17. Settlements Conditional

17.1 If the Lender (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Liabilities is capable of being avoided or set aside for any reason then for the purposes of this Charge, such amount shall not be considered to have been paid.

- 17.2 Any settlement, discharge or release between the Chargor and the Lender shall be conditional upon no security or payment to or for the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

18. Remedies, Waivers and Consents

- 18.1 No failure or delay by the Lender in exercising any right, remedy or power under this Charge shall operate as a waiver and no single or partial exercise shall prevent further exercise of any right, remedy or power.
- 18.2 Any waiver and any consent by the Lender under this Charge must be in writing to be effective and may be given subject to such conditions as the Lender thinks fit.

19. Partial Invalidity

- 19.1 Each provision of this Charge will be valid and enforceable to the fullest extent permitted by law.
- 19.2 If any provision of this Charge shall to any extent be invalid or unenforceable the validity and enforceability of the remaining provisions of this Charge will not in any way be affected. Any invalid and unenforceable provision shall be modified to the extent necessary to make such provision valid and enforceable provided the Lender consents in writing to such modification.

20. Power of Attorney

- 20.1 The Chargor irrevocably appoints the Lender and also as a separate appointment any Administrator or Receiver severally the attorney and attorneys with full power to delegate for the Chargor and on its behalf and in its name and as its act and deed or otherwise to execute and deliver any document or make any alteration or addition or deletion to any document which such attorney requires or deems proper in relation to this Charge or any perfection, protection or enforcement action in connection therewith.
- 20.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Lender or any Administrator or Receiver the actions of an attorney appointed under Clause 20.1.

21. Costs and Expenses

- 21.1 The Chargor shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Lender (including without limitation all amounts determined by the Lender to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Lender or any attorney, manager, agent or other person appointed by the Lender in connection with this Charge in the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Charge or actions, proceedings or claims in respect of this Charge or the Property.
- 21.2 All amounts payable under Clause 21.1 shall bear interest at the rate of 2% over the Bank of England Base Rate as it may vary from time to time from the date the same are incurred, computed and compounded monthly.
- 21.3 Any sums payable under Clause 21.1 or 21.2 above shall be payable on written demand by the Lender.

22. Right to Assign

- 22.1 The Chargor may not assign or otherwise deal with its rights or obligations under or interests in this Charge.
- 22.2 The Lender may at any time assign or otherwise deal with any of its rights or obligations under or interests in this Charge.

- 22.3 The Lender may disclose any information about the Chargor, the Secured Liabilities and this Charge to any person to whom it proposes to assign (or has assigned) any of its rights or obligations under or interests in this Charge, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests.

23. Notices

- 23.1 Any demand, notice or other communication under this Charge must be made in writing and must be:
- (a) delivered in person or sent by first class recorded delivery (or the equivalent in the jurisdiction from which the demand, notice or other communication is sent, if sent from outwith the United Kingdom) post to the registered office for the relevant party; or
 - (b) sent by fax to the fax number for the relevant party most recently notified to the other party for this purpose; or
- or to such other address or fax number notice of which has been given to and received by the issuer of the demand, notice or other communication in accordance with the provisions of this Clause.
- 23.2 Subject to Clause 23.3, a demand, notice or other communication will be deemed to be received:
- (a) upon delivery if delivered or at noon (Greenwich Mean Time) two Business Days (or seven Business Days if sent to or from a place outwith the United Kingdom) after posting if sent by post; and
 - (b) at the time shown in the relevant transmission report for the complete fax if sent by fax.
- 23.3 If a demand, notice or other communication is deemed received after 5 pm in the place of receipt or on a non-Business Day it will be deemed to have been received at 9 am on the next Business Day for the purposes of this Charge.

24. Registration

The Chargor consents to the registration for preservation and execution of this Charge and of any certificate referred to in Clause 2.2 in the Books of Council and Session.

25. Governing Law and Submission to Jurisdiction**25.1 Governing law**

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

25.2 Jurisdiction of Scottish courts

The Chargor irrevocably:

25.2.1 submits to the jurisdiction of the courts of Scotland; and

25.2.2 agrees that nothing in Clause 25.2.1 prevents the Lender, Administrator or Receiver taking proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Lender, Administrator or Receiver taking proceedings in any other jurisdiction.

IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages are executed as follows:

This is an important document. You should take independent advice before signing and sign it only if you want to be legally bound.

Subscribed for and on behalf of)

ACE RECYCLING GROUP CIC acting)

by)

at)

on)

Director

in the presence of:

Witness Signature: 

Name: J PORTER

Address: The Hub Whins Rd
Allea FK10 3TA