

MR01

Particulars of a charge

126022/23

Oyez



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

A fee is payable with this
Please see 'How to pay' on

☒ **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 the
instrument. Use form MR08

SATURDAY



A14 *A73U68N4* #1
14/04/2018
COMPANIES HOUSE

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 will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 02623354
Company name in full The Dorothea Lakes Limited

2 For official use

Filing 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 09/04/2018

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 Plasterboard Recycling Solutions Limited

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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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.

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.

Brief description

✓ All that freehold Property known as Dorothea and Twll Slate Quarroes, Tal-y-Sarn, Llanllyfni, Gwynedd as the same is registered at the Land Registry under Title Number CYM238163

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.

☐

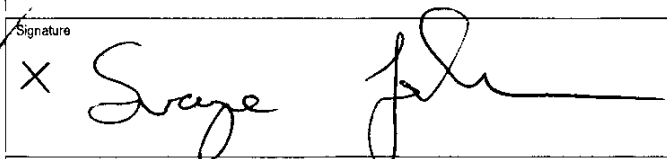
¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

✓ ☒  ☒

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

Llyr Williams

Company name

Swayne Johnson Solicitors

Address

Church House

High Street

Post town
St Asaph

County
Denbighshire

Postcode

L L 1 7 0 R D

Country

DX

DX 18231 St Asaph

Telephone

01745 582535



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: 2623354

Charge code: 0262 3354 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2018 and created by THE DOROTHEA LAKES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2018.

Given at Companies House, Cardiff on 23rd April 2018

Dx



Companies House



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

THIS LEGAL CHARGE is made on the

9th

day of

APRIL

2018

PARTIES:

- (1) **THE DOROTHEA LAKES LIMITED**, a company incorporated in England and Wales with company number 02623354 whose Registered Office is situated at 1st Floor, Bridge House, 25 Fiddlebridge Lane, Hatfield, Hertfordshire, England, AL10 0SP ('**the Mortgagor**'), and
- (2) **PLASTERBOARD RECYCLING SOLUTIONS LIMITED**, a company incorporated in England and Wales with company number 07217680 whose registered office is situated at 1st Floor, Bridge House, 25 Fiddlebridge Lane, Hatfield, Hertfordshire, AL10 0SP ('**the Lender**').

THIS DEED WITNESSES:

1 Definitions and Interpretation

1.1 In this charge, unless the context otherwise requires:

'**the Act**' means the Law of Property Act 1925,

'**Event of Default**' means any event or circumstances of the type specified in clause 7.1 (Events of Default) (and an Event of Default is "continuing" while it has not been remedied to the Lender's satisfaction or waived in writing by the Lender).

'**Interest**' means the interest payable on the Principal Sum and other Secured Sums at a rate of interest to be determined by the parties hereto in their absolute discretion

'**Option**' means the option to require the Mortgagor to sell the whole of Property (as defined in the Option Agreement) to Dorothea Pumped Hydro Limited on the terms set out in the Option Agreement.

'**Option Agreement**' means the agreement entered into by (i) the Mortgagor and (ii) Dorothea Pumped Hydro Limited on or around the date of this agreement in relation to the option to purchase the Property (as defined therein).

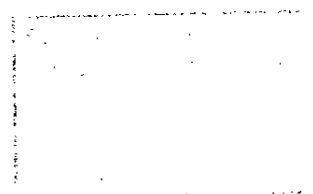
'**the Principal Sum**' means the sum of £1,500,000, being the sum the Lender has made available to the Mortgagor under this charge

9/WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

SIGNED: _____

DATED: _____

12th April 2018



'the Property' (subject to clause 3.2) means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity, and where the context admits references to 'the Property' include any part of it,

'the Repayment Date' means the date being the earlier of (i) the date a members' voluntary liquidation of the Mortgagor has been issued or (ii) the date falling on the fifth anniversary of the date of this agreement

'the Secured Sums' means the Principal Sum, Interest, and all other money and liabilities for the time being due, owing or incurred to the Lender by the Mortgagor, whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge, discount commission or other lawful charges and expenses the Lender may charge in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained

1.2 In this agreement:

any reference to "this charge" means this charge as amended, novated, re-stated, substituted, supplements or transferred,

any reference to a party to this charge includes its successors in title, permitted assigns and transferees,

the singular includes the plural and vice versa as the context permits or requires,

any reference to a provision or statute includes any amendment or re-enactment of the same.

2 Loan and Covenant to pay

2.1 The Lender has, over a course of time and at the request of the Mortgagor, lent to the Mortgagor and the Mortgagor has borrowed from the Lender the Principal Sum

2.2 The Mortgagor covenants with the Lender that the Secured Sums or any part of them shall be due for payment on the Repayment Date and, on the Repayment Date, the Mortgagor must pay the Secured Sums, or as the case may be the part of them due to be paid, to the Lender.

2.3 If any part of the Secured Sums remain outstanding after the Repayment Date, then the Mortgagor shall pay interest at 5% above the rate of interest as agreed between the parties, such interest calculated on a daily basis

- 2.4 The Lender's calculation of any amount payable by the Mortgagor under this charge at any time will be conclusive (unless it has made an obvious mistake)

3 Charge

- 3.1 The Mortgagor with full title guarantee charges the Property by way of legal mortgage as a continuing security to the Lender with the payment of all money covenanted to be paid by the Mortgagor under this charge.
- 3.2 If the Mortgagor is a company the Mortgagor also charges by way of floating security all movable plant, machinery, implements, building, materials, furniture and equipment now or from time to time placed on or used in or about the Property with the payment of all money covenanted to be paid by the Mortgagor under this charge and the definition of 'the Property' shall be construed accordingly.

4 Covenants by Mortgagor

- 4.1 The Mortgagor must keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed.
- 4.2 The Mortgagor must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and on demand must produce the receipt for such payments.
- 4.3 The Mortgagor must permit the Lender to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same.
- 4.4 The Mortgagor must not, without the previous consent in writing of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing, make any alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings.
- 4.5 The Mortgagor must observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any of the Property is held by the Mortgagor, and enforce observance and performance of the landlord's covenants in any such lease.
- 4.6 The Mortgagor receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, the Mortgagor must give immediate notice in writing to the Lender and at the request of the Lender at the expense of the Mortgagor must take such steps as the Lender may require.

- 4.7 The Mortgagor must insure such of the Property as is of an insurable nature and keep them insured, in the joint names of the Mortgagor and the Lender or with the interest of the Lender endorsed on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Lender, and if so required must deposit with the Lender every such policy of insurance and the receipt for the latest premium payable under it.
- 4.8 The Mortgagor must ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to the Lender or, if it is paid to the Mortgagor, must hold all money received on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received or, if the Lender so requires, in or towards the discharge of the Secured Sums.
- 4.9 The Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Mortgagor.
- 4.10 The Mortgagor must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time.
- 4.11 Unless agreed in writing by the Lender, the Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security.
- 4.12 Subject to the Option and the terms of the Option Agreement, the Mortgagor must not sell or dispose of the Property or any estate or interest in it or share or part with possession or occupation of it.
- 4.13 The Mortgagor must execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it.
- 4.14 The Mortgagor must pay on demand, on the basis of a full indemnity by the Mortgagor from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Lender or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Property and the remuneration of any receiver.

5 Statutory powers

- 5.1 In favour of any purchaser as defined in section 205 of the Act, or person dealing in good faith, the statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge are to be deemed to arise and be exercisable immediately after the execution of this charge.
- 5.2 The Mortgagor must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without previously obtaining the written consent of the Lender, but the Lender may grant or accept surrenders of leases without restriction after the power of sale has become exercisable.
- 5.3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act is not to apply to this security.

6 Enforcement of security

- 6.1 Section 103 of the Act is not to apply to this security. If any of the Events of Default occur, this security is to become enforceable, and the powers conferred on the Lender by the Act and this charge immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property.
- 6.2 At any time after this security has become enforceable or if at any time the Property appears to the Lender to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Lender may by writing under the hand of any director of the Lender and without notice to the Mortgagor:
 - 6.2.1 appoint any person to be a receiver of the Property or any part of it, and
 - 6.2.2 remove any such receiver, whether or not appointing another in his place, and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.
- 6.3 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise is to apply.
- 6.4 In addition to the powers conferred by the Act, any receiver so appointed is to have power, at his discretion, to such extent and upon such terms and conditions as he in his absolute discretion thinks fit and without being responsible for any loss or damage that may arise or be occasioned, to:
 - 6.4.1 take possession of, collect and get in the Property,
 - 6.4.2 repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights,
 - 6.4.3 dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or

- surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise,
- 6.4.4 exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Property,
- 6.4.5 make any arrangement or compromise in respect of the rights of the Mortgagor,
- 6.4.6 appoint employ or dismiss managers, officers, contractors or agents,
- 6.4.7 raise or borrow money, from the Lender or otherwise, upon the security of the Property,
- 6.4.8 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,
- 6.4.9 do all other acts and things he considers incidental or conducive to the exercise of any of the above powers, and
- 6.4.10 do anything in relation to the Property that he could do if he were absolutely entitled to it.
- 6.5 In the exercise of his powers the receiver must conform to any regulations and directions made by the Lender, and is not to be responsible, nor is the Lender to be responsible, for any loss occasioned as a result. A receiver appointed under this security is to be deemed to be the agent of the Mortgagor and the Mortgagor alone is to be responsible for his acts and defaults and his remuneration.
- 6.6 At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor, exercise any power a receiver appointed by it could exercise.
- 6.7 Where the Property is sold by the Lender or any receiver appointed by the Lender it may be sold either:
- 6.7.1 together or in parcels,
- 6.7.2 by public auction or private contract, and
- 6.7.3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.
- 6.8 On any sale the Lender or receiver may make any special or other stipulations as to title or otherwise that the Lender or receiver considers expedient, and may buy in, rescind or vary any contract for sale.
- 6.9 Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Bank or the receiver as the case may be considers sufficient.

7 Events of Default

- 7.1 The Events of Default are as follows.

- 7.1.1 Non-payment - The Mortgagor fails to pay on the due date any amount payable pursuant to this charge (unless its failure to pay is caused only by an administrative or technical error or breakdown and the relevant amount is paid within two Business Days of its original due date).
- 7.1.2 Other obligations - The Mortgagor fails to comply with any term of this charge (and such failure is not remedied within five Business Days of the Borrower becoming aware of it).
- 7.1.3 Representations incorrect or misleading - Any representation or warranty made or deemed to be made by the Mortgagor is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- 7.1.4 Obligations unlawful or unenforceable - It is unlawful, to any extent, for the Mortgagor to perform its obligations or to exercise its rights under this agreement or any obligation of the Mortgagor under this agreement is not legal, valid, binding and enforceable (except to the extent that equitable remedies are discretionary).
- 7.1.5 Cross-default - Any of the following events or circumstances occurs in relation to the Mortgagor's other borrowings: (a) the Mortgagor fails to pay any amount on its due date or within any grace period agreed with the relevant creditor; (b) any amount becomes due and payable prior to its specified maturity date as a result of an event of default (or the relevant creditor becomes entitled to make a declaration to that effect); or (c) any facility or commitment is cancelled or suspended by the relevant creditor as a result of an event of default.
- 7.1.6 Enforcement of security - Any person takes any step in connection with the enforcement of any security over any of the Mortgagor's assets.
- 7.1.7 Creditors' process - Any attachment, distress, execution, expropriation or sequestration, or any analogous process in any jurisdiction, affects any asset of the Mortgagor and is not discharged within 14 days.
- 7.1.8 Proceedings - Any claim, dispute, investigation or proceeding is in progress (or is threatened) in relation to the Mortgagor (or any of its assets) in respect of which the amount of any potential liability is reasonably likely to exceed £5,000.
- 7.1.9 Insolvency
- 7.1.9.1 Any of the following events or circumstances occurs:
- (a) any suspension or re-scheduling of payments by the Mortgagor, a moratorium of any of its indebtedness or its dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - (b) the making of any composition, compromise, assignment or arrangement with any creditor of the Mortgagor;
 - (c) the appointment of an administrator, a liquidator, a receiver or any similar officer in respect of the Mortgagor or any of its assets; or
 - (d) any analogous procedure in any jurisdiction.

- 7.1.9.2 The mortgagor is unable or admits inability to pay its debts as they fall due (or is deemed to or declared to be unable to pay its debts under applicable law) or the value of the Mortgagor's assets is less than its liabilities (taking into account contingent and prospective liabilities).

7.2 Acceleration

At any time while there is a continuing Event of Default, the Lender may give notice to the Mortgagor:

9.2.1 cancelling any outstanding commitment of the Lender under clause 2.1 (Lender's commitment) (with the results that any such commitment will be cancelled immediately and that no further Loans will be made after that time);

9.2.2 declaring all or part of the Total Principal to be immediately due and payable, together with accrued interest and all other amounts accrued or outstanding under this agreement (with the result that all relevant amounts will then be immediately due and payable); and/or

9.2.3 declaring all or part of the Total Principal to be payable on demand, together with accrued interest and all other amounts accrued or outstanding under this agreement (with the result that all relevant amounts will then be payable on demand).

8 Money arising on enforcement of security

- 8.1 All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge must be applied in the following order of priority:

8.1.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,

8.1.2 in payment of the interest remaining unpaid, and

8.1.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums, and any other surplus may be paid to the person so entitled.

- 8.2 If the Lender so determines, payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest must not prejudice the right of the Mortgagor to receive the full amount to which the Mortgagor would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

9 Power of attorney

The Mortgagor irrevocably and by way of security appoints each of the Lender and any person nominated for the purpose by the Lender in writing under hand by a director of the Lender, including every receiver appointed by it, severally as attorney of the Mortgagor, for the Mortgagor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise

perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Mortgagor covenants with the Lender to ratify and confirm all acts or things made, done or executed by the attorney.

10 Liability of Lender or receiver

Neither the lender nor any receiver appointed by the Lender, by reason of entering into possession of the Property, is to be liable to account as mortgagee in possession or for anything except actual receipts, or to be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

11 Persons dealing with Lender or receiver

11.1 No person dealing with the Lender or any receiver appointed by it, or with its or his attorney or agent, is to be concerned, bound or entitled to enquire or be affected by notice as to:

11.1.1 whether this security has become enforceable,

11.1.2 whether any power exercised or purported to be exercised by it or him has become exercisable,

11.1.3 the propriety or purpose of the exercise of any power under this charge,

11.1.4 whether any money remains due on the security of this charge, or

11.1.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is to be made.

11.2 The receipt of the Lender or any receiver or its or his attorney or agent for any money is to effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

12 Continuing security

12.1 This security is:

12.1.1 to be a continuing security to the Lender,

12.1.2 not to be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums, and

12.1.3 to be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums.

13 Default by Mortgagor

Without prejudice to any other rights and remedies of the Lender, and whether or not the Secured Sums have become due, or the Mortgagor otherwise defaults in the performance of all or any of the

covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim made against the Mortgagor and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Property without being deemed to be mortgagee in possession by reason of such entry.

14 Indulgence

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Mortgagor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Mortgagor or any other person.

15 Demands and notices

A demand or notice under this charge must be made in writing signed by a director of the Lender and may be served on the Mortgagor either by post or by email. A demand or notice by post may be addressed to the Mortgagor at his address or place of business last known to the Lender (or at its registered office in the case of a company) or at an email address provided by the Mortgagor to the Lender, and a demand or notice so addressed and posted or sent by email is to be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Mortgagor.

16 Representation and warranty

The Mortgagor represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of any company comprised in the Mortgagor.

17 Miscellaneous

17.1 Partial invalidity

If, at any time, any provision of this charge is or is found to have been illegal, invalid or unenforceable in any respect under any law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this agreement or the legality, validity or enforceability of the affected provision under any law of any other jurisdiction. If any party is not

bound by this agreement (or any part of it) for any reason, this does not affect the obligations of each other party under this agreement (or under the relevant part).

17.2 Third parties

Any person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this agreement, except to the extent that this agreement expressly provides for the relevant person to do so. The parties do not require the consent of any such person before rescinding or varying this agreement.

17.3 Execution of this charge

If the parties execute this agreement in separate counterparts, it will take effect as if they had all executed a single copy.

18 Assignment

18.1 Subject to Clause 18.2, no Party shall assign, novate or otherwise deal with any rights, interests or obligations under this agreement (except with the other Parties' prior written consent).

18.2 The Mortgagor may assign, novate or otherwise deal with any rights, interests or obligations under this agreement.

19 Governing Law

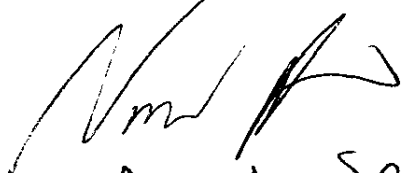
This agreement is governed by English and Welsh law.

20 Restriction on the Register of Title

The Mortgagor hereby applies to the Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title relating to the Property:-

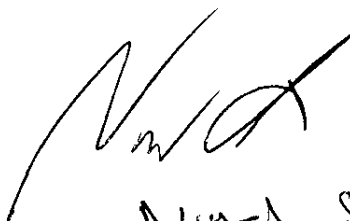
"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without consent or the proprietor for the time being of the charge hereby created"

EXECUTED AS A DEED by THE
DOROTHEA LAKES LIMITED acting
by one Director in the presence of:



Nigel Spiers
14 Roe Gardens
Nottingham
NG11 6AQ

EXECUTED AS A DEED by PLASTERBOARD
RECYCLING SOLUTIONS LIMITED acting
by one Director in the presence of:



Nigel Spiers
14 Roe Gardens
Nottingham
NG11 6AQ

SCHEDULE

The Property

ALL THAT FREEHOLD PROPERTY known as Dorothea and Twll Slate Quarries, Tal-y-Sarn, Llanllyfni, Gwynedd as the same is registered with Absolute Title at the Land Registry under Title Number CYM238163