



Registration of a Charge

Company name: **GD METAL RECYCLING LIMITED**

Company number: **05310456**



X89STWI3

Received for Electronic Filing: **16/07/2019**

Details of Charge

Date of creation: **15/07/2019**

Charge code: **0531 0456 0004**

Persons entitled: **AIB GROUP (UK) P.L.C.**

Brief description: **ALL LEGAL AND/OR EQUITABLE INTERESTS (INCLUDING, WITHOUT LIMITATION, THE BENEFIT OF ALL LICENCES IN ANY PART OF THE WORLD) OF THE COMPANY IN, OR RELATING TO; ANY PATENTS, TRADE MARKS, SERVICE MARKS, DESIGNS, BUSINESS NAMES, COPYRIGHTS, DATABASE RIGHTS, DESIGN RIGHTS, TOPOGRAPHY RIGHTS, DOMAIN NAMES, MORAL RIGHTS, INVENTIONS, CONFIDENTIAL INFORMATION, KNOW-HOW AND OTHER INTELLECTUAL PROPERTY RIGHTS AND INTERESTS (WHICH MAY AT THE DATE OF THE CHARGE OR IN THE FUTURE SUBSIST), WHETHER REGISTERED OR UNREGISTERED AND THE BENEFIT OF ALL APPLICATIONS, RIGHTS TO APPLY FOR AND RIGHTS TO USE SUCH ASSETS OF THE COMPANY (INCLUDING, WITHOUT LIMITATION, ANY LICENCES OR SUB-LICENCES OF THE SAME) (WHICH MAY AT THE DATE OF THE CHARGE OR IN THE FUTURE SUBSIST). FOR MORE INFORMATION, PLEASE REFER TO THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DANIEL ADEJUMO (TLT LLP)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5310456

Charge code: 0531 0456 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2019 and created by GD METAL RECYCLING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th July 2019 .

Given at Companies House, Cardiff on 17th July 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Accession Deed

THIS ACCESSION DEED is made on 13 ^{July}~~June~~ 2019

BETWEEN

- (1) GD Metal Recycling Limited (a company incorporated in England and Wales with registered number 05310456 (**New Chargor**));
- (2) Recycling Lives Holdings Limited (a company incorporated in England and Wales with registered number 05664702) (**Parent**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) AIB Group (UK) p.l.c. (**Lender**).

RECITAL

This deed is supplemental to a composite security agreement dated 16 April 2019 between the Chargors named therein and the Lender, as previously supplemented and amended by any earlier Accession Deed (**Security Agreement**).

NOW THIS DEED WITNESSES as follows:

1 Interpretation

1.1 Definitions

Terms defined in the Security Agreement have the same meanings when used in this deed.

1.2 Incorporation

Clause 1.2 (Interpretation) of the Security Agreement is deemed to be incorporated in and to apply to this deed.

2 Accession of New Chargor

2.1 Accession

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

2.2 Covenant to pay

The New Chargor covenants with the Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge.

2.3 Fixed security

The New Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

2.3.1 by way of first legal mortgage:

- (a) the Real Property specified in Part 1 of the Schedule; and
- (b) all other Real Property (if any) at the date of this Deed vested in, or charged to, such Chargor (not charged by clause 2.3.1(a)); and
- (c) the Chattels (including those specified in part 6 of the Schedule, if any).

2.3.2 by way of first fixed charge:

- (a) all other Real Property and all interests in Real Property (not charged by clause 2.2.1);

- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) the proceeds of sale of all Real Property;
- (d) the benefit of any rental deposit given or charged to the New Chargor by any occupier of any Real Property;
- (e) all and any Chattels not effectively mortgaged or charged by clause 2.3.1(c); and
- (f) the benefit of all contracts, licences and warranties relating to the Chattels;
- 2.3.3 by way of first fixed charge all plant and machinery (not charged by clause 2.2.1 or 2.3.2) and the benefit of all contracts, licences and warranties relating to the same;
- 2.3.4 by way of first fixed charge:
 - (a) all computers, vehicles, office equipment and other equipment (not charged by clause 2.3.3); and
 - (b) the benefit of all contracts, licences and warranties relating to the same;
- 2.3.5 by way of first fixed charge:
 - (a) the Charged Securities referred to in Part 2 of the Schedule; and
 - (b) all other Charged Securities other than Excluded Securities (not charged by clause 2.3.5(a))

in each case together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the New Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- 2.3.6 by way of first fixed charge the Charged Accounts and all monies at any time standing to the credit of the Charged Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- 2.3.7 by way of first fixed charge the Intellectual Property;
- 2.3.8 to the extent that any Assigned Asset is not effectively assigned under clause 2.4, by way of first fixed charge such Assigned Asset;
- 2.3.9 by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (a) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the New Chargor or the use of any of its assets;
 - (b) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them;
 - (c) any letter of credit issued in favour of the New Chargor and all bills of exchange and other negotiable instruments held by it; and
- 2.3.10 by way of first fixed charge all of the goodwill and uncalled capital of the New Chargor.

2.4 Security assignments

The New Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- 2.4.1 all Rental Income (to the extent not validly mortgaged or charged within any of clause 2.2.1 or 2.3.2); and

2.4.2 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them to the extent capable of assignment without infringing any provision of such Relevant Contract and if the terms of any Relevant Contract require the consent of any party to such agreement to the assignment to the Lender which consent has not been obtained at the date of this deed such assignment shall take effect immediately on such consent being obtained;

2.4.3 each of the following:

(a) all Insurances specified in Part 5 of the Schedule; and

(b) all other Insurances (not assigned by clause 2.4.3(a)),

and all claims under the Insurances and all proceeds of the Insurances; and

2.4.4 all other Receivables (not otherwise assigned under this clause 2.4).

To the extent that any Assigned Asset described in clause 2.3.3 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the New Chargor to any proceeds of such Insurances.

2.5 Floating Charge

2.5.1 Creation

The New Chargor charges and agrees to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 2.3, clause 2.4 or any other provision of this deed; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

2.5.2 Conversion by notice

The Lender may, by written notice to the New Chargor, convert the floating charge created under this deed into a fixed charge as regards all or any of the assets of the New Chargor specified in the notice if:

(a) an Event of Default has occurred and is continuing; or

(b) the Lender considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

2.5.3 Small company moratorium

Where the New Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this deed to crystallise into a fixed charge, nor cause any restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the New Chargor.

2.5.4 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

(a) in relation to any Security Asset which is subject to a floating charge if:

(i) the New Chargor creates (or attempts or purports to create) any Security on or over the relevant Security Asset without the prior written consent of the Lender; or

- (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the New Chargor which are subject to a floating charge if an administrator is appointed in respect of the New Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

2.5.5 Scottish property

Clause 2.5.4 will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

2.5.6 Partial conversion

The giving of a notice by the Lender pursuant to clause 2.5.2 in relation to any class of assets of the New Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Secured Parties.

2.5.7 Qualifying floating charge

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

3 Construction of Security Agreement

The Security Agreement and this deed shall be read together as one instrument on the basis that references in the Security Agreement to "**this Deed**" will be deemed to include this deed and the provisions of the Security Agreement are deemed to be incorporated into this deed.

4 Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Security Agreement.

5 Representations

5.1 General

The New Chargor makes the representations and warranties set out in this clause 5 to each Secured Party.

5.2 Ownership of Security Assets

The New Chargor is the legal and beneficial owner of all of the Security Assets identified against its name in the Schedule to this deed.

5.3 Charged Securities

The Charged Securities listed in the Schedule to this deed constitute the entire issued share capital owned by the New Chargor in the relevant company and constitute the entire share capital of each such company at the date of this deed.

5.4 Real Property

The Schedule to this deed identifies all freehold and leasehold Real Property which is beneficially owned by the New Chargor at the date of this deed.

5.5 Time when representations made

All the representations and warranties in this clause 5 are made by the New Chargor on the date of this deed. Each representation or warranty deemed to be made after the date of this deed shall

be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

6 Finance Document

The Parent and the Lender designate this deed as a Finance Document.

7 Counterparts

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

8 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

9 Enforcement

Jurisdiction

- 9.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- 9.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 9.3 This clause 9 is for the benefit of the Lender only. As a result, the Lender shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

In witness of which this deed has been duly executed by the New Chargor and the Company (for itself and as agent for each other existing Chargor) as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this deed.

Schedule

Security Assets

Part 1: Real Property

Chargor	Address	Title number

Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital

Part 3: Charged Accounts

Account holder	Account number	Type	Account Bank	Sort code

Part 4: Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract

Part 5: Insurances

Chargor	Insurer	Policy number

Part 6: Chattels

Chargor	Description of Chattel

Signatories to Deed of Accession

The New Chargor

EXECUTED by GD Metal Recycling)
Limited acting by:)

Director

Director

The Parent

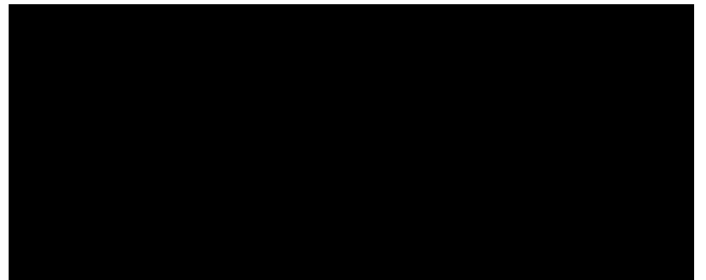
Executed as a deed by **Recycling**)
Lives **Holdings** **Limited**)
acting by:

Director

Director/Secretary

The Lender

Signed for and on behalf of the Lender:)
)



Accession Deed

THIS ACCESSION DEED is made on 15 ^{July} ~~June~~ 2019

BETWEEN

- (1) GD Metal Recycling Limited (a company incorporated in England and Wales with registered number 05310456 (**New Chargor**));
- (2) Recycling Lives Holdings Limited (a company incorporated in England and Wales with registered number 05664702) (**Parent**) for itself and as agent for and on behalf of each of the existing Chargors; and
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2.1 Accession

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2.2 Covenant to pay

The New Chargor covenants with the Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge.

2.3 Fixed security

The New Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

2.3.1 by way of first legal mortgage:

- (a) the Real Property specified in Part 1 of the Schedule; and
- (b) all other Real Property (if any) at the date of this Deed vested in, or charged to, such Chargor (not charged by clause 2.3.1(a)); and
- (c) the Chattels (including those specified in part 6 of the Schedule, if any).

2.3.2 by way of first fixed charge:

- (a) all other Real Property and all interests in Real Property (not charged by clause 2.2.1);

- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) the proceeds of sale of all Real Property;
- (d) the benefit of any rental deposit given or charged to the New Chargor by any occupier of any Real Property;
- (e) all and any Chattels not effectively mortgaged or charged by clause 2.3.1(c); and
- (f) the benefit of all contracts, licences and warranties relating to the Chattels;
- 2.3.3 by way of first fixed charge all plant and machinery (not charged by clause 2.2.1 or 2.3.2) and the benefit of all contracts, licences and warranties relating to the same;
- 2.3.4 by way of first fixed charge:
 - (a) all computers, vehicles, office equipment and other equipment (not charged by clause 2.3.3); and
 - (b) the benefit of all contracts, licences and warranties relating to the same;
- 2.3.5 by way of first fixed charge:
 - (a) the Charged Securities referred to in Part 2 of the Schedule; and
 - (b) all other Charged Securities other than Excluded Securities (not charged by clause 2.3.5(a))

in each case together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the New Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- 2.3.6 by way of first fixed charge the Charged Accounts and all monies at any time standing to the credit of the Charged Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- 2.3.7 by way of first fixed charge the Intellectual Property;
- 2.3.8 to the extent that any Assigned Asset is not effectively assigned under clause 2.4, by way of first fixed charge such Assigned Asset;
- 2.3.9 by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (a) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the New Chargor or the use of any of its assets;
 - (b) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them;
 - (c) any letter of credit issued in favour of the New Chargor and all bills of exchange and other negotiable instruments held by it; and
- 2.3.10 by way of first fixed charge all of the goodwill and uncalled capital of the New Chargor.

2.4 Security assignments

The New Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- 2.4.1 all Rental Income (to the extent not validly mortgaged or charged within any of clause 2.2.1 or 2.3.2); and

2.4.2 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them to the extent capable of assignment without infringing any provision of such Relevant Contract and if the terms of any Relevant Contract require the consent of any party to such agreement to the assignment to the Lender which consent has not been obtained at the date of this deed such assignment shall take effect immediately on such consent being obtained;

2.4.3 each of the following:

(a) all Insurances specified in Part 5 of the Schedule; and

(b) all other Insurances (not assigned by clause 2.4.3(a)),

and all claims under the Insurances and all proceeds of the Insurances; and

2.4.4 all other Receivables (not otherwise assigned under this clause 2.4).

To the extent that any Assigned Asset described in clause 2.3.3 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the New Chargor to any proceeds of such Insurances.

2.5 Floating Charge

2.5.1 Creation

The New Chargor charges and agrees to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 2.3, clause 2.4 or any other provision of this deed; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

2.5.2 Conversion by notice

The Lender may, by written notice to the New Chargor, convert the floating charge created under this deed into a fixed charge as regards all or any of the assets of the New Chargor specified in the notice if:

(a) an Event of Default has occurred and is continuing; or

(b) the Lender considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

2.5.3 Small company moratorium

Where the New Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this deed to crystallise into a fixed charge, nor cause any restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the New Chargor.

2.5.4 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

(a) in relation to any Security Asset which is subject to a floating charge if:

(i) the New Chargor creates (or attempts or purports to create) any Security on or over the relevant Security Asset without the prior written consent of the Lender; or

- (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the New Chargor which are subject to a floating charge if an administrator is appointed in respect of the New Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

2.5.5 Scottish property

Clause 2.5.4 will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

2.5.6 Partial conversion

The giving of a notice by the Lender pursuant to clause 2.5.2 in relation to any class of assets of the New Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Secured Parties.

2.5.7 Qualifying floating charge

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

3 Construction of Security Agreement

The Security Agreement and this deed shall be read together as one instrument on the basis that references in the Security Agreement to "**this Deed**" will be deemed to include this deed and the provisions of the Security Agreement are deemed to be incorporated into this deed.

4 Consent of Existing Chargors

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5 Representations

5.1 General

The New Chargor makes the representations and warranties set out in this clause 5 to each Secured Party.

5.2 Ownership of Security Assets

The New Chargor is the legal and beneficial owner of all of the Security Assets identified against its name in the Schedule to this deed.

5.3 Charged Securities

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5.4 Real Property

The Schedule to this deed identifies all freehold and leasehold Real Property which is beneficially owned by the New Chargor at the date of this deed.

5.5 Time when representations made

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be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

6 Finance Document

The Parent and the Lender designate this deed as a Finance Document.

7 Counterparts

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

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9 Enforcement

Jurisdiction

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- 9.3 This clause 9 is for the benefit of the Lender only. As a result, the Lender shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

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Schedule**Security Assets****Part 1: Real Property**

Chargor	Address	Title number

Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital

Part 3: Charged Accounts

Account holder	Account number	Type	Account Bank	Sort code

Part 4: Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract

Part 5: Insurances

Chargor	Insurer	Policy number

Part 6: Chattels

Chargor	Description of Chattel

Signatories to Deed of Accession

The New Chargor

EXECUTED by GD Metal Recycling)
Limited acting by:)



Director



Director

The Parent

Executed as a deed by Recycling)
Lives Holdings Limited)
acting by:



Director



Director/Secretary

The Lender

Signed for and on behalf of the Lender:)
)