



**Registration of a Charge**

Company name: **ROCKTRON MINERAL SERVICES LIMITED**

Company number: **07359612**



X4G5QKV7

Received for Electronic Filing: **17/09/2015**

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**Details of Charge**

Date of creation: **04/09/2015**

Charge code: **0735 9612 0002**

Persons entitled: **LIBERATION CAPITAL ROCKTRON LLC  
LV WASTE TO VALUE LLC**

Brief description: **PATENTS GB2320245, EP2331617 (A1), GB2478696 AND ALUMINO  
SILICATE REINFORCED POLYOLEFINS. PATENT APPLICATION  
GB1118077.5. TRADE MARKS WITH NUMBERS UK 2 464 464, UK 2 464  
465, UK 2 464 467, UK 2 485 340, UK 2 485 341 AND UK 00002491224. FOR  
MORE DETAILS PLEASE REFER TO SCHEDULE 1 OF THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**BURGES SALMON LLP (RC02)**



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

Company number: 7359612

Charge code: 0735 9612 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2015 and created by ROCKTRON MINERAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2015 .

Given at Companies House, Cardiff on 18th September 2015

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

DATED September 4, 2015

## CHARGE OVER INTELLECTUAL PROPERTY

ROCKTRON MINERAL SERVICES LIMITED (as **Chargor**) (1)

LIBERATION CAPITAL ROCKTRON, LLC and LV WASTE TO  
VALUE, LLC (as **Lenders**) (2)

We certify that, save for material redacted pursuant to  
S.859G of the Companies Act 2006, this copy instrument  
is a correct copy of the original instrument.

Signed:   
Borges Salmon LLP

Date: 07 SEPTEMBER 2015

Solicitor's Reference: RC02 / 43073.1

Ref: UN01/GS06  
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BURGES  
SALMON

## **CONTENTS**

<b>Clause</b>	<b>Heading</b>	<b>Page</b>
1	DEFINITIONS AND INTERPRETATION .....	1
2	COVENANT TO PAY .....	3
3	CHARGES .....	4
4	REGISTER OF TRADE MARKS AND PATENTS REGISTRY .....	4
5	REPRESENTATIONS AND WARRANTIES .....	5
6	UNDERTAKINGS.....	5
7	FURTHER ASSURANCE.....	8
8	CERTAIN POWERS OF THE LENDERS .....	8
9	APPOINTMENT AND POWERS OF RECEIVER .....	9
10	APPLICATION OF PROCEEDS AND PROTECTION OF PURCHASERS .....	13
11	INDEMNITIES; COSTS AND EXPENSES .....	14
12	POWER OF ATTORNEY .....	15
13	CONTINUING SECURITY AND OTHER MATTERS.....	15
14	RELEASE.....	16
15	LIABILITY OF THE CHARGOR .....	16
16	SET-OFF .....	17
17	MISCELLANEOUS.....	17
18	NOTICES .....	19
19	TRANSFERS BY THE LENDERS OR THE CHARGOR .....	20
20	AMENDMENTS TO THIS DEED .....	21
21	COUNTERPARTS .....	21
22	THIRD PARTIES.....	21

23      LAW .....21

Schedule 1 - Intellectual Property Rights .....23

THIS DEED is dated

2015 and made

**BETWEEN:**

- (1) **ROCKTRON MINERAL SERVICES LIMITED** a company incorporated in England and Wales (Registered No. 07359612) whose registered office is at Riverside Court, Beaufort Park, Chepstow NP16 5UH, United Kingdom ((the "**Chargor**"); and
- (2) **LIBERATION CAPITAL ROCKTRON, LLC** a limited liability company organised under the laws of the State of Delaware ("**LibCap**") and **LV WASTE TO VALUE, LLC** a limited liability company organised under the laws of the State of North Carolina ("**LVWV**") (together the "**Lenders**" and "**Lender**" shall be construed accordingly).

**IT IS AGREED** as follows:

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

"**49%**" means 49 Percent Limited (Company Number 8103878);

"**Authority**" means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings;

"**Collateral Instruments**" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security;

"**Default Rate**" means the applicable rate of interest specified in the Loan Documents;

"**Event of Default**" has the meanings given to that expression in any of the Loan Documents and, in any event, shall also mean any non-payment of any of the Secured Obligations when due;

"**Existing Security**" means the charge over intellectual property granted by the Chargor to LibCap dated 21 March 2013 and registered at Companies House on 5 April 2013;

"**Indemnified Party**" has the meaning set out in clause 11.3 (*Indemnity from Secured Assets*);

"**Intellectual Property Rights**" means all rights and interests of the Chargor in, to, under and in respect of:

- (a) the intellectual property rights specified in Schedule 1 (and all patents granted from these applications, and all patents and applications claiming priority from the same applications); and
- (b) all other patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world,

and all rights and any interests (including by way of licence) in, and other rights to use, any of the foregoing;

**"Loan Agreement"** means the loan note dated 21 March 2013 between (among others) the Chargor, RIL and LibCap;

**"Loan Documents"** means, individually and collectively, the Promissory Note and any document evidencing the LVWV Debt;

**"LVWV Debt"** means (i) any debt owed by the Chargor to LVWV pursuant to a secured convertible promissory note between the Chargor and LVWV dated 17 August 2015; (ii) any debt owed by the Chargor to LVWV pursuant to secured convertible promissory notes between the Chargor and LVWV to be executed by such parties in September 2015 and/or October 2015; and (iii) any debt owed by the Chargor to LVWV pursuant to any other agreement evidencing or acknowledging indebtedness (howsoever described) to which LibCap has given its prior written consent;

**"Party"** means a party to this Deed;

**"Permitted Licences"** has the definition given to it in the Loan Agreement, save that such definition hereby is amended to replace all references therein to the word "Lender" with the word "Lenders" (as defined in this Deed), and LibCap and the Chargor hereby agree that for any and all purposes, the prior written consent of both Lenders is required for the grant of any Permitted Licences on and after the date of this Deed first set forth above.

**"Permitted Lien"** has the meaning given to it in the Loan Agreement, save that for the purposes of this Deed, the reference in paragraph (a) of the definition in the Loan Agreement to "Loan Documents" shall mean the Loan Documents (as defined in this Deed).

**"Promissory Note"** means the secured convertible promissory note in the sum of \$2,211,594.51 (two million two hundred and eleven thousand five hundred and ninety four US dollars and fifty one cents) dated on or about the date of this Deed between the Chargor and LibCap.

**"Receiver"** means any one or more receivers and/or managers or administrative receivers appointed by the Lenders pursuant to this Deed in respect of the Chargor or over all or any of the Secured Assets;

**"RIL"** means RockTron International Limited (Company Number 05971625);

**"Secured Assets"** means all the property, assets and rights of the Chargor subject to any Security hereunder or any part of them;

**"Secured Obligations"** means all present and future obligations and liabilities of the Chargor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Lenders, together with all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon incurred by the Lenders which are, or are expressed to be, or may become, due, owing or payable by the Chargor, all of which are secured by the Secured Assets; and

**"Security"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person.



## **1.2 Definitions in Loan Documents**

Unless a contrary indication appears, a term defined in any Loan Document or in any notice given under or in connection with any Loan Document has the same meaning when used in this Deed.

## **1.3 Successors and assigns**

A reference to any Party shall be construed as including its subsequent successors in title, permitted transferees and any permitted assigns, in each case in accordance with their respective interests.

## **1.4 Headings**

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

## **1.5 Construction of certain terms**

In this Deed, unless the context otherwise requires:

- (a) references to clauses and schedules are to be construed as references to the clauses of and schedules to this Deed unless expressly stated otherwise;
- (b) reference to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended, varied, supplemented or restated in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties;
- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons, trust, partnership and limited liability partnership or any state or any agency thereof;
- (e) an Event of Default is "**continuing**" if it has not been expressly waived in writing by the Lenders; and
- (f) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and all regulations made thereunder from time to time.

## **1.6 Effect as a deed**

This Deed is intended to take effect as a deed notwithstanding that the Lenders may have executed it under hand only.

# **2 COVENANT TO PAY**

## **2.1 Covenant to pay**

The Chargor will pay or otherwise discharge all Secured Obligations from time to time, at the times at which, in the manner in which, and in the currencies in which they are expressed to be due and payable or due for discharge.

## **2.2 Certain liabilities**

The Secured Obligations shall, without limitation, include all liabilities arising under this Deed and the Loan Documents, interest (both before and after judgment) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the Loan Documents and all reasonable legal, administrative and other costs, charges and expenses which may be incurred by the

Lenders in relation to the release of all or any of the Secured Assets or the enforcement of the Security hereby created or otherwise incurred in dealing with any matter in relation to this Deed.

## **2.3 Interest**

The Chargor shall pay interest at the Default Rate on the amount of any Secured Obligations which are due and unpaid (whether before or after any judgment) in accordance with the terms of the Loan Documents.

## **3 CHARGES**

The Chargor with full title guarantee hereby charges to the Lenders, as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof):

### **3.1 Assignment**

- (a) By way of absolute assignment:
  - (i) all amounts owing to it by way of licence fee, royalty or otherwise in respect of any of the Intellectual Property Rights;
  - (ii) all rights and the proceeds of such rights, actual or contingent, arising under or in connection with any contract whatsoever in respect of any Intellectual Property Rights in which it has any right, title or interest; and
  - (iii) any amounts owing or which will come into it by way of damages, compensation or otherwise in respect of any Intellectual Property Rights and the benefit of all rights relating to such debts, claims, rights and choses in action,
- (b) To the extent that any such right, title or interest as is referred to in paragraph 3.1(a) above is not assignable or capable of assignment, the assignment of it purported to be effected by such paragraph shall operate as an assignment of any and all compensation, damages, income or profit which the Chargor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Obligations.

### **3.2 Fixed Charge**

To the extent they are not the subject of an assignment pursuant to clause 3.1 (*Assignment*), by way of first fixed charge all the Intellectual Property Rights.

### **3.3 Assignment provisions**

In respect of the Secured Assets which are assigned to the Lenders under clause 3 (*Assignment*) they are assigned absolutely but subject to reassignment upon the Secured Obligations being paid or discharged in full and there being no future or contingent debt which may arise, whereupon the Lenders shall, at the request and cost of the Chargor, reassign the Secured Assets to the Chargor.

## **4 REGISTER OF TRADE MARKS AND PATENTS REGISTRY**

The Chargor as registered proprietor hereby appoints the Lenders severally as its agents to apply for the particulars of this Deed and the interest of the Lenders in the intellectual property and any other or future trademarks or trade mark applications or patents or patent applications registered or to be registered in the United Kingdom in the name of any Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 or the Register of Patents under Section 33 of the

Patents Act 1977. The Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks or the Register of Patents, as applicable.

## **5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations and warranties**

The Chargor represents and warrants to the Lenders, on the date hereof and on each day hereafter:

#### **(a) Approvals**

- (i) That all necessary approvals and consents (whether governmental or otherwise) in relation to the making, performance and validity of this Deed and the transactions contemplated by this Deed have been obtained and remain in full force and effect;
- (ii) That the security created by this Deed does not contravene or result in any of the provisions of its memorandum and articles of association; and
- (iii) That this Deed does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which it is a party or by which it is bound.

#### **(b) Security valid**

This Deed and each other Loan Document which purports to create any Security and all Security expressed to be granted or created pursuant to this Deed or any other Loan Document creates the Security it purports to create and is not liable to be set aside or avoided on its liquidation, administration or otherwise and (save for Permitted Liens) such Security has the priority and ranking they are expressed to have.

#### **(c) Title to assets**

That it is the sole legal and beneficial owner of and has good and marketable title to all the Secured Assets (other than that it has granted the Existing Security).

#### **(d) No existing security and disposal**

- (i) Save in respect of the Existing Security, that no Security (other than Permitted Liens) exists on or over the Secured Assets and it has not entered into any agreement to grant any Security over the Secured Assets; and
- (ii) That it has not sold, transferred, lent, assigned, parted with its interest in, disposed of, granted any option in respect of or otherwise dealt with any of its rights, title and interest in and to the Secured Assets, or agreed to do any of the foregoing other than, in each case, the Permitted Licences and the Existing Security.

## **6 UNDERTAKINGS**

### **6.1 Obligations**

The Chargor hereby undertakes with the Lenders that during the continuance of this security, the Chargor will:

#### **(a) Negative covenants**

Not, other than with the express prior written consent of both Lenders or as expressly permitted under the Loan Documents:

- (i) create or permit to subsist any Security over any of the Secured Assets or any of its other assets except Permitted Liens;
- (ii) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence, grant an option over or otherwise dispose of any interest in any of the Secured Assets other than the Permitted Licences;
- (iii) permit any person other than the Chargor or the Lenders (or the nominees or agents of the Lenders) to be registered as the holder of the Secured Assets or any part thereof; or
- (iv) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the interest of the Lenders in, or the value to the Lenders of, the Secured Assets other than granting the Permitted Licences.

(b) Jeopardy

Not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lenders of any of the Secured Assets.

(c) Preservation of Intellectual Property Rights

Do all things necessary to safeguard and maintain its Intellectual Property Rights now or hereafter used in or necessary for its business including:

- (i) maintaining any registerable Intellectual Property Rights on the relevant register, including, but without limitation, payment of all renewal fees due in respect thereof (except in relation to the Intellectual Property Right referred to in paragraph 2 of Schedule 1);
- (ii) observing all covenants and stipulations relating to Intellectual Property Rights;
- (iii) obtaining all necessary registrations in relation to any registrable Intellectual Property Rights; commencing and diligently prosecuting, or permitting the Lenders in the name of but at the cost of the Chargor to commence and prosecute, all proceedings necessary to prevent any infringement of any Intellectual Property Rights or to recover damages in respect thereof; and
- (iv) if requested to do so by the Lenders sign or procure the signature of and comply with all instructions of the Lenders in respect of any document required to make entries in any public register of Intellectual Property Rights (including but not limited to the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

(d) Notification of Infringements etc

- (i) Notify the Lenders in writing without delay of:
  - (A) any infringement or suspected infringement or any challenge to the validity of any of its present or future Intellectual Property Rights which may come to its notice, supply the Lenders with

all information in its possession relating to any actual or suspected infringement or challenge; and

- (B) any claims by third parties that it is or may be infringing any present or future Intellectual Property Rights which may come to its attention,

and supply the Lenders with all information in relation to any such infringement or claim and consult with the Lenders regarding the steps to be taken.

- (ii) Take all steps necessary to prevent or bring to an end any infringement or suspected infringement or any challenge to the validity of any of its present or future Intellectual Property Rights which has come to its notice and to defend any such challenge in each case if failure to do so may result in a material adverse effect and shall supply the Lenders with all information in relation to any such infringement or claim and consult with the Lenders regarding the steps to be taken.

(e) User agreements and licences

- (i) Not, without the prior written consent of the Lenders, grant any exclusive registered user agreement or exclusive licence in relation to any Intellectual Property Rights.
- (ii) Not, without the prior written consent of the Lenders, grant any other registered user agreement or licence in relation to any Intellectual Property Rights except for the Permitted Licences.

(f) Future Intellectual Property Rights

Promptly notify the Lenders in writing of any existing or future acquisition of or contract for it to acquire (by licence or otherwise), or application to register, any Intellectual Property Rights or of any opposition, cancellation, abandonment, lapse or invalidity or alteration to any of its Intellectual Property Rights.

**6.2 No limitation**

None of the undertakings in this clause 6 shall be construed as limiting any powers exercisable by any Receiver appointed by the Lenders under this Deed.

**6.3 Power to remedy**

If any Chargor at any time defaults in complying with any of its obligations contained in this Deed, the Lenders shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Chargor hereby irrevocably authorises the Lenders and their employees and agents by way of security to do all such things (including, without limitation, entering the Chargor's property) necessary or desirable in connection therewith. Any monies so expended by a Lender shall be repayable by the Chargor to the relevant Lender on demand together with interest at the Default Rate from the date of payment by the relevant Lender until such repayment, both before and after judgment. No exercise by the relevant Lender of its powers under this clause 6.3 shall make it liable to account as a mortgagee in possession.

**6.4 Consent to LVVV Debt**

LibCap hereby expressly consents to the debt owed by the Chargor to LVVV pursuant to a secured convertible promissory note between the Chargor and LVVV dated 17 August 2015, and to additional promissory notes to be entered into between the Chargor and LVVV in September 2015 and/or October 2015.

## **7 FURTHER ASSURANCE**

### **7.1 Further assurance**

The Chargor shall if and when required by the Lenders, at its own cost, promptly execute and deliver such further Security and assurances in favour of the Lenders and do all such acts and things (including giving any notices and taking such steps) as the Lenders shall from time to time reasonably require (with any documents being in such form as the Lenders shall reasonably require) over or in relation to all or any of the Secured Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Secured Assets or any part thereof or to facilitate the realisation of the same.

### **7.2 Certain documentary requirements**

Such further Security and assurances shall be prepared by or on behalf of the Lenders at the expense of the Chargor and shall contain:

- (a) an immediate power of sale without notice;
- (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925; and
- (c) such other clauses for the benefit of the Lenders as the Lenders may require.

## **8 CERTAIN POWERS OF THE LENDERS**

### **8.1 Powers on enforcement**

At any time on or after an Event of Default that is continuing or, at the Lenders' discretion, if requested by the Chargor, the Lenders may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference. The Lenders in exercising their statutory power of sale, and any Receiver in exercising his powers hereunder, shall be at liberty to sell at such price and on such terms and conditions as it or he in its or his sole discretion thinks fit and shall not be under any duty or obligation to obtain the best or any particular price. In the event of any conflict between the powers contained in the Law of Property Act 1925 and those conferred by this Deed, the terms of this Deed shall prevail.

### **8.2 Subsequent Security**

If the Lenders receive or have notice (actual or constructive) of any subsequent Security (other than Permitted Liens) affecting the Secured Assets or any part of it or if the continuing nature of this Deed is determined for any reason, the Lenders may open a new account for the Chargor. If it does not do so then, unless the Lenders give express written notice to the contrary to the Chargor for the purposes of this Deed, the Lenders shall nevertheless be treated as if it had opened a new account at the time when it received or had such notice and as from that time all payments made by or on behalf of the Chargor to the relevant Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the relevant Lender at the time when it received such notice.

### **8.3 Financial Collateral**

To the extent that the Secured Assets constitute "Financial Collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)) the Lenders shall have the right, to appropriate all or any part of such Financial Collateral in or towards the

satisfaction of the Secured Obligations. For this purpose, the value of such Financial Collateral so appropriated shall be such amount as the Lenders so determine having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

#### **8.4 Settlement of accounts**

Any sale or other disposition by the Lenders or by a Receiver may be made either subject to or discharged from any prior charge or upon such terms as to indemnity as the Lenders or such Receiver may think fit. The Lenders or the Receiver may settle and pay the accounts of any person in whom any prior charge may from time to time be vested and any accounts so settled and paid shall as between the Lenders, the Receiver and the Chargor be deemed to be properly settled and paid and shall be binding on the Chargor accordingly. The money so expended by the Lenders or the Receiver shall be repayable by the Chargor to the Lenders or the Receiver on demand, shall constitute part of the Secured Obligations and shall bear interest at the Default Rate from the date of payment by the Lenders or the Receiver.

#### **8.5 Suspense accounts**

The Lenders (or any Receiver) may pay the proceeds of any recoveries effected by it or him into an interest-bearing suspense account and retain it for so long as it (or he) may determine. The Lenders may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such suspense account for application as follows:

- (a) paying all costs, charges and expenses incurred and payments made by the Lenders (or the Receiver) in the course of such enforcement;
- (b) paying remuneration to the Receiver as and when the same becomes due and payable; and
- (c) paying amounts due and payable in respect of the Secured Obligations.

#### **8.6 Consultation and enforcement**

If the Lenders (where there are Secured Obligations outstanding in respect of both Lenders) are entitled to enforce this Deed, the Lenders shall consult each other with a view to agreeing the method of enforcement. If the Lenders are unable to agree upon a course of action within 5 Business Days of one Lender notifying the other in writing of the occurrence of an Event of Default, the Lenders agree to resolve such disagreement pursuant to Clause 23.2 below.

### **9 APPOINTMENT AND POWERS OF RECEIVER**

#### **9.1 Appointment**

At any time on or after an Event of Default which is continuing, or, at the Lenders' discretion, if requested by the Chargor, the Lenders may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint a Receiver of the Secured Assets or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Lenders may specify to the contrary in the appointment. The Lenders may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

#### **9.2 Receiver as agent**

A Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

### 9.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute and power on behalf, and at the expense, of the Chargor (notwithstanding liquidation of the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Secured Assets or any part thereof. In particular (but without limitation), a Receiver shall have power to do all or any of the following acts and things:

(a) Take possession

Take possession of, collect and get in all or any of the Secured Assets and exercise in respect of the Investments all voting or other powers or rights available to a registered holder thereof in such manner as he may think fit;

(b) Manage the Secured Assets

Manage, develop, alter, improve, build, reconstruct or reinstate and replace the Secured Assets or any part of it or concur in so doing; to buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; to acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Secured Assets;

(c) Carry on business

Carry on, manage, develop, reconstruct, amalgamate or diversify the business of any Chargor or any part thereof or concur in so doing, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage;

(d) Borrow money

Raise or borrow any money from or incur any other liability to the Lenders or others on such terms with or without security as the Receiver may think fit and so that any such security may with the prior written consent of the Lenders be or include a charge on the whole or any part of the Secured Assets ranking in priority to this security or otherwise;

(e) Dispose of assets

Without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract or otherwise, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Secured Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Secured Assets in the name and on behalf of the Chargor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Chargor (or other the estate owner) if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, deeds or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all the Secured Obligations; plant, machinery and other fixtures may be severed and sold separately from the premises containing them and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Chargor. Any contract for any such sale or other disposal by the Receiver or the Lenders may



contain conditions excluding or restricting the personal liability of the Receiver or the Lenders;

(f) Form subsidiaries

Promote the formation of companies with a view to the same becoming a subsidiary of any Chargor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade or to purchase, lease, license or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;

(g) Compromises and contracts

Make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient;

(h) Repair and maintain assets

Make and effect such repairs, renewals and improvements to the Secured Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances;

(i) Building works

Commence and/or complete any building operations on any part of the Properties and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences with respect to the Secured Assets as he may in his discretion think fit;

(j) Compensation

Negotiate for compensation with any Authority which may intend to acquire or be in the process of acquiring the Secured Assets or any part of it and make objections to any order for the acquisition of the Secured Assets or any part of it, and the Receiver may request the Chargor to do so at any enquiry held to consider such objections or which is otherwise relevant to such acquisition;

(k) Appoint employees

Appoint managers, agents, officers and employees for any of the purposes referred to in this clause 9.3 or to guard or protect the Secured Assets at such salaries and commissions and for such periods and on such terms as he may determine and may dismiss the same;

(l) Make calls

Make calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital;

(m) Exercise statutory leasehold powers

Without any further consent by or notice to the Chargor, exercise for and on behalf of the Chargor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Properties but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;

(n) Legal proceedings

Institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Secured Assets or any part thereof or submit to arbitration as he may think fit;

(o) Execute documents

Sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Deed and to use the name of any Chargor for all the purposes aforesaid;

(p) Approvals

Apply for and obtain any approval, permission, consent and license, enter into and perform contracts and arrangements, purchase materials and incur any type of obligation;

(q) Purchase

Purchase any property or other assets if the Receiver considers it would be conducive to the realisation of the Lenders' security or any part of it;

(r) Insurances

Maintain, renew, take out or increase Insurances (including indemnity insurance);

(s) Insolvency Act powers

Do all the acts and things described in schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to the Chargor;

(t) Other powers

Do all such acts and things as may from time to time be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Lenders' security or the exercise of his functions as receiver; and

(u) Lender powers

Do anything the Lenders have power to do under this Deed.

#### 9.4 **Remuneration**

The Lenders may from time to time determine the remuneration of any Receiver and in default of such determination, a Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm. The maximum rate set out in section 109(6) Law of Property Act 1925 shall not apply and that section shall be varied accordingly.

#### 9.5 **No liability**

Neither the Lenders nor any Receiver shall be liable for any involuntary losses that may occur in exercise of the rights, liberties and powers contained in this Deed or be liable to account as mortgagee in possession save in respect of fraud, negligence and/or wilful deceit.

## 10 APPLICATION OF PROCEEDS AND PROTECTION OF PURCHASERS

### 10.1 Application of proceeds

All monies received by the Lenders or by any Receiver (whether under this Deed or the Existing Security) shall be applied, allocated or appropriated (unless otherwise determined by the Lenders or such Receiver) in the following order of priority:

- (a) in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- (b) in the payment and discharge of any liabilities incurred by the Receiver on the Chargor's behalf in the exercise of any of the powers of the Receiver;
- (c) in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) of the Law of Property Act 1925;
- (d) in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations but only to the extent that those debts or claims have that preference;
- (e) in or towards satisfaction of the LVVV Debt;
- (f) in or towards satisfaction of the Secured Obligations in favour of LibCap; and
- (g) any surplus shall be paid to the Chargor or any other person who may be entitled to it.

### 10.2 Protection of purchasers

- (a) Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this clause a "**purchaser**") dealing with the Lenders may assume without inquiry that:
  - (i) some part of the Secured Obligations has become due;
  - (ii) a demand for such Secured Obligations has been duly made; and
  - (iii) such Secured Obligations have become due within the meaning of section 101 of the Law of Property Act 1925.
- (b) No purchaser dealing with the Receiver or the Lenders is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Lenders has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Lenders. Any such sale or dealing is deemed to be within the powers conferred by this Deed and to be valid and effective accordingly. All the protection to purchasers contained in section 104 and section 107 of the Law of Property Act 1925 and section 42(3) of the Insolvency Act 1986 apply to any purchaser.

### 10.3 Declaration of Priorities

The Lenders and the Chargor agree that as between this Deed and the Existing Security, the security interests created by this Deed shall have priority over those created by the Existing Security. In the event of a conflict between any provision of this Deed and any provision of any deed executed in connection with the Existing Security, the former prevails. A Receiver, administrator or liquidator shall be entitled to rely on this clause 10.3.

## **11 INDEMNITIES; COSTS AND EXPENSES**

### **11.1 Enforcement costs**

The Chargor hereby undertakes with the Lenders to pay on demand all costs, charges and expenses reasonably incurred by each Lender, or properly incurred by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Secured Assets, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Chargor (both before and after judgment).

### **11.2 No liability as mortgagee in possession**

Neither the Lenders, nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Secured Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such.

### **11.3 Indemnity from Secured Assets**

The Lenders, and any Receiver, attorney, agent or other person appointed by the Lenders under this Deed and the Lenders' officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Secured Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be properly incurred by or made against any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed; or
- (b) any breach by an Chargor of any of its obligations under this Deed;

and the Chargor shall indemnify the Lenders and any Receiver(s) against any such matters.

### **11.4 Value Added Tax**

If any payment made by or on behalf of the Lenders hereunder includes an amount in respect of Value Added Tax or any payment due to a Lender hereunder shall be reimbursement of any expenditure by or on behalf of the relevant Lender which includes an amount in respect of Value Added Tax, then such amount shall be payable by the Chargor to the relevant Lender on demand with interest from the date of such demand computed and payable as provided in clauses 2.2 (*Certain liabilities*) and 2.3 (*Interest*) and pending payment, shall be secured by this Deed.

### **11.5 Challenge of Deed**

The Chargor shall pay to the Lenders all costs reasonably incurred or suffered by the relevant Lender and any Receiver appointed by the Lenders shall be entitled to recover as a receivership expense all costs properly incurred or suffered by him in connection with any application under Part III of the Insolvency Act 1986 and in defending proceedings brought by any third party impugning the Lenders' title to this security or the enforcement or exercise of the rights or remedies of the Lenders or of any Receiver and all such costs shall bear interest from the date such costs were incurred, suffered, computed or payable pursuant to clauses 2.2 (*Certain liabilities*) and 2.3 (*Interest*) and pending payment shall be secured hereby.

## **12 POWER OF ATTORNEY**

### **12.1 Power of attorney**

The Chargor, by way of security, hereby irrevocably appoints each Lender and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Lenders or such Receiver may require for perfecting the title of the Lenders to the Secured Assets or for vesting the same in the Lenders, its nominees or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 7 (*Further Assurance*); and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lenders or a Receiver under this Deed or which may be deemed expedient by the Lenders or a Receiver in connection with any disposition, realisation or getting in by the Lenders or such Receiver of the Secured Assets or any part thereof or in connection with any other exercise of any power under this Deed.

### **12.2 Ratification**

the Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 12.1 (*Power of attorney*) shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause.

## **13 CONTINUING SECURITY AND OTHER MATTERS**

### **13.1 Continuing security**

This Deed and the obligations of the Chargor under this Deed shall:

- (a) secure the ultimate balance from time to time owing to the Lenders by the Chargor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to the Lenders;
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Security, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lenders dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other person liable;
- (d) not be discharged or affected by the incapacity or any change in the name of any Chargor or any other person liable;
- (e) not be discharged or affected by the Lenders granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of the Chargor or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person liable;
- (f) not be discharged or affected by any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor

instead of a surety or by anything done or omitted which but for this provision might operate to exonerate any Chargor;

- (g) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of any Chargor in respect of any Secured Obligations nor by any legal limitation in any matter in respect of any Secured Obligations or by any other fact or circumstances (whether known or not to the Chargor or the Lenders) as a result of which any Secured Obligations may be rendered illegal, void or unenforceable by the Lenders; and
- (h) remain binding on the Chargor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Lenders or assets of the Lenders and for this purpose this Deed and all rights conferred on the Lenders under it may be assigned or transferred by the Lenders accordingly.

### **13.2 Collateral Instruments**

The Lenders shall not be obliged to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Deed.

## **14 RELEASE**

### **14.1 Release**

- (a) If the Lenders are satisfied (acting reasonably) that all the Secured Obligations have been unconditionally and irrevocably paid or discharged in full and that it does not have any further liability or obligation under any Loan Document, the Lenders will, at the request and cost of the Chargor, discharge this Deed.
- (b) Any release, discharge or settlement between the Chargor and the Lenders shall be conditional upon no security, disposition or payment to the Lenders by any Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled, the Lenders shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

## **15 LIABILITY OF THE CHARGOR**

### **15.1 Limited Recourse**

Except in the events of the Chargor's gross negligence, intentional misconduct or misrepresentation, fraud, or unlawful or criminal conduct and notwithstanding any other provision to the contrary in this Deed, the amount recoverable from each Chargor under and/or pursuant to this Deed (other than in the case of wilful default and/or fraud of the Chargor) shall be limited to an amount equivalent to that realised from the assets assigned or charged pursuant to Clauses 3.1 (*Assignment*) and 3.2 (*Fixed Charge*) plus interest and costs payable under this Deed.

### **15.2 Charge not to be affected**

The liability of the Chargor under this Deed in respect of any of the Secured Obligations will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Lenders) including:

- (a) any time, waiver or consent granted to, or composition with, the Chargor or other person;

- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor or any member of the Chargor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- (e) any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- (f) any assignment, transfer or novation by LibCap and/or LVVV of its rights and/or obligations under the Loan Documents;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security;
- (h) any insolvency or similar proceedings; or
- (i) any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.

### **15.3 Immediate Recourse**

The Chargor waives any right it may have of requiring the Lenders to:

- (a) enforce any security or other right; or
- (b) claim any payment from or otherwise proceed against any other person

before enforcing this Deed against the Chargor.

## **16 SET-OFF**

### **16.1 Set-off**

The Chargor hereby agrees that the Lenders may (but shall not be obliged to) at any time and from time to time without notice set off any amounts owed by the relevant Lender to it in or towards satisfaction of the Secured Obligations which are then due and payable (which shall be in addition to and without prejudice to such rights of set-off, combination, lien and other rights whatsoever conferred on the Lenders by law or under this Deed).

### **16.2 Waiver**

The Chargor hereby waives any right of set-off it may have from time to time in respect of the Secured Obligations.

## **17 MISCELLANEOUS**

### **17.1 Remedies cumulative**

No failure or delay on the part of either Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy. Any waiver, consent, receipt, settlement or release given by either Lender in relation to this Deed should only be effective if given in writing and then only for the purpose for and upon the terms on which it is given.

#### **17.2 Successors and assigns**

Any appointment or removal of a Receiver under clause 9 (*Appointment and powers of Receiver*) and any consents under this Deed may be made or given in writing, signed or sealed by any successors or assigns of the Lenders and accordingly the Chargor hereby irrevocably appoints each successor and assign of the Lenders to be its attorney in the terms and for the purposes set out in clause 12 (*Power of attorney*).

#### **17.3 Consolidation**

Section 93 Law of Property Act 1925 shall not apply to the security created by this Deed or to any security given to the Lenders pursuant to this Deed.

#### **17.4 Reorganisation of the Lenders**

This Deed shall remain binding on the Chargor notwithstanding any change in the constitution of either Lender or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person or any reconstruction or reorganisation of any kind. The security granted by this Deed shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the relevant Lender in the same manner as if such assignee, transferee or other successor in title had been named in this Deed as a party instead of or in addition to the relevant Lender.

#### **17.5 Unfettered discretion**

Any liability or power which may be exercised or any determination which may be made under this Deed by the Lenders may be exercised or made in their absolute and unfettered discretion and they shall not be obliged to give reasons therefor.

#### **17.6 Provisions severable**

- (a) Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Chargor agrees that the Lenders can require such clause to be modified to the minimum extent necessary so as to be valid and enforceable.

#### **17.7 Preservation of rights**

Each Lender may, in its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party hereto or affecting or concerning any such person in respect of the Secured Obligations or in respect of any Security or any guarantee for the Secured Obligations, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the rights, powers or remedies of the relevant Lender or the exercise of the same, or the Secured Obligations or other liability of any Chargor to the Lenders.

#### **17.8 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of the Loan Documents and any other relevant loan agreements relating to any disposition of an interest in land shall be deemed to be incorporated in this Deed.

#### **17.9 Set-aside Payments**

If a Lender reasonably considers that any amount paid by the Chargor to the relevant Lender is avoided or set aside on the liquidation, receivership or administration of the



Chargor or otherwise, then for the purpose of this Deed, such amount shall not be considered to have been paid.

**17.10 Redeeming prior security**

If any person takes (or threatens to take) any steps to enforce any security which ranks before or equal to any part of this security in relation to any of the Secured Assets, the Lenders or any Receiver in respect of such Secured Assets may at any time redeem any part of that security or procure its transfer to the Lenders or such Receiver. The money so expended by the Lenders or any Receiver and all costs of and incidental to the transaction incurred by the Lenders or any Receiver shall be secured by this Deed and shall bear interest in accordance with clauses 2.2 (*Certain liabilities*) and 2.3 (*Interest*).

**17.11 Settlement of accounts**

The Lenders and any Receiver may settle and pass the accounts of any person entitled to any security which ranks before or equal to any part of this security in relation to any part of the Secured Assets. Any accounts so settled and passed shall be conclusive and binding on the Chargor.

**17.12 Trust period**

Any trusts declared in this Deed shall, pursuant to section (5) of the Perpetuities & Accumulations Act 2009, be for a period of 125 years.

**18 NOTICES**

**18.1 Method**

Each notice or other communication to be given under or in connection with this Deed shall be given in writing in English and, unless otherwise provided, shall be made by hand, fax or letter. For the avoidance of doubt, notice shall not be validly given by e-mail.

**18.2 Delivery**

Any notice or other communication to be given by one party to another under this Deed shall be given to that other party at the addresses and/or fax number set out below:

**(a) LibCap:**

Address: c/o Liberation Capital LLC, 436 Landsbury Dr.,  
Waxhaw, NC 28173

Attention: Jeff Garwood

Email: jeff@liberationcapital.com

with a copy to Hogwood PLLC

Address: Hogwood PLLC, 1250 Connecticut Ave., NW, Suite  
200, Washington, DC 20036

Attention: Stephen F. Hogwood

Email: steve.hogwood@comcast.net

**(b) LVWV:**

Address: R8737 Castleberry Road, Apex, North Carolina 27523

Attention:

Email:

(c) **The Chargor:**

Address: Riverside Court, Beaufort Park, Chepstow NP16 5UH,  
United Kingdom

Attention: Ric Carby

Fax No:

**18.3 Deemed receipt**

(a) Any notice or other communication given by the Lenders shall be deemed to have been received:

- (i) in the case of a notice given by hand, at the time of day of actual delivery;
- (ii) if sent by fax, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;
- (iii) if posted from within the United Kingdom, by 10.00 am on the first Business Day following the day on which it was despatched by first class mail postage prepaid; and
- (iv) if posted other than from within the United Kingdom, by 10.00 am on the fifth Business Day following the day on which it was despatched by air mail postage prepaid,

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day.

(b) Any notice or other communication given to the Lenders shall be deemed to have been given only on actual receipt.

**18.4 Notices conclusive**

Any such notice or demand or any certificate as to the amount at any time secured by this Deed or as to the amount standing to the Deposit shall, save for manifest error be conclusive and binding upon the Chargor if signed by an officer of the relevant Lender.

**19 TRANSFERS BY THE LENDERS OR THE CHARGOR**

**19.1 Restriction on the Chargor**

No Chargor shall assign or otherwise transfer any of its rights or obligations under this Deed or enter into any transaction or arrangement which will result in any of those rights or obligations passing to or being held in trust for or for the benefit of any other person.

**19.2 The Lenders**

(a) A Lender may sell, assign, novate, securitise or otherwise transfer all or any part of its rights or obligations under this Deed (a "Transfer") to any person only with the prior written consent of the other Lender (not to be unreasonably withheld). The Lenders may, and the Chargor consents to, the disclosure by the Lenders of any information and documentation concerning the Chargor to any prospective Transferee.

- (b) If there is a Transfer by a Lender pursuant to paragraph 19.2(a) above, the Chargor will be bound to the Transferee and the rights and obligations of the Chargor under this Deed will remain the same. The Transferee will have the same powers, rights, benefits and obligations of the relevant Lender to the extent that they are sold, assigned, novated or otherwise transferred to the Transferee and the outgoing Lender will be released from its obligations to the Chargor under this Deed to the extent that those obligations are assumed by the Transferee. The Chargor will enter into all documents necessary to give effect to any such Transfer.

## **20 AMENDMENTS TO THIS DEED**

This Deed may only be amended or varied by agreement in writing signed by each Lender and the Chargor.

## **21 COUNTERPARTS**

This Deed may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Deed. Each counterpart, when executed and delivered, shall constitute an original of this Deed, but all the executed and delivered counterparts shall together constitute a single instrument.

## **22 THIRD PARTIES**

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Deed to be enforced by any third parties but any third party right which exists or is available independently of that Act is largely preserved.

## **23 LAW**

### **23.1 English law**

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

### **23.2 Dispute resolution**

- (a) Except as otherwise set forth in any Loan Document, in the event of a dispute between the Lenders arising out of or relating to this Deed, including any question regarding its existence, validity or termination, the parties agree first to seek settlement of that dispute by mediation in accordance with the then current LCIA Mediation Rules.
- (b) If such dispute is not settled by mediation in accordance with Clause 23.2(a) above within thirty (30) days of the appointment of the mediator therefor, or within such extended period of time as the parties shall agree in writing, the dispute shall be referred to and finally resolved by binding arbitration under the then current Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The language to be used in the mediation and in the arbitration shall be English.

### **23.3 Submission to jurisdiction**

Except as otherwise set forth in any Loan Document, the Chargor agrees for the benefit of the Lenders that any legal action or proceedings arising out of or in connection with this Deed against the Chargor or any of its assets may be brought in the English courts and irrevocably and unconditionally submits to the jurisdiction of such courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Lenders to take proceedings against the Chargor in the courts of any other competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether

concurrently or not. The Lenders and the Chargor further agree that only the courts of England and not those of any other State shall have jurisdiction to determine any claim which the Chargor may have against the Lenders arising out of or in connection with this Deed.

**THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT**

### Schedule 1

#### Intellectual Property Rights

#### **PATENTS**

- 1 **Patent GB2320245 – "Treating Particulate Material in a Slurry with Ultrasonic Vibrations"** (also published as EP0948410 and US6,269,952)

Country	Number	Filing date	In the name of	Renewal date
UK	GB 2 320 245	11/12/1997	RockTron Mineral Services Limited	11/12/2015
Belgium (EP)	EP 0 948 410	11/12/1997	RockTron Mineral Services Limited	11/12/2015
Germany (EP)	EP 0 948 410 (697 11 692.1)	11/12/1997	RockTron Mineral Services Limited	11/12/2015
UK (EP)	EP 0 948 410	11/12/1997	RockTron Mineral Services Limited	11/12/2015
Spain (EP)	EP 0 948 410 97949027.3 (2175491)	11/12/1997	RockTron Mineral Services Limited	11/12/2015
France (EP)	EP 0 948 410	11/12/1997	RockTron Mineral Services Limited	11/12/2015
The Netherlands (EP)	EP 0 948 410	11/12/1997	RockTron Mineral Services Limited	11/12/2015
Portugal (EP)	EP 0 948 410	11/12/1997	RockTron Mineral Services Limited	11/12/2015
US	US 6,269,952	11/12/1997	RockTron Mineral Services Limited	n/a final renewal fee has been paid

The agent for Patent GB2320245 is W P Thompson and Co.

National and international renewal fees are currently handled by CPA Global.

- 2      **Patent EP2331617 (A1) – "Microbiocidal Materials" (also published as GB2459948 and WO2009136185)**

Country	Number	Filing date	In the name of	Renewal date
WO Patent	WO2009136185	24/04/2009	RockTron Limited	n/a to lapse
EP Patent	2331617 (A1)	24/04/2009	RockTron Mineral Services Limited	n/a to lapse
United Kingdom	GB2459948	24/04/2009	RockTron Limited	Terminated Before Grant

The agent for Patent EP2331617 is Atkinson-Wheller Limited.

- 3      **Patent GB2478696 – "Treads, inner liners and inner tubes for vehicle tyres and compositions thereof"**

Country	Number	Filing date	In the name of	Renewal date
United Kingdom	GB2478696	09/02/2010	RockTron Mineral Services Limited	n/a to lapse

The agent for Patent Application GB 10 02 095.6 is Atkinson Wheller Limited.

- 4      **Patent Application GB1118077.5 – "Beneficiation of Fly Ash".**

Country	Number	Filing date	In the name of	Renewal date
UK	GB 11 18 077.5	20/11/2011	RockTron Mineral Services Limited	n/a pending
PCT (Int'l)	PCT/GB2012/000805	19/10/2012	RockTron Mineral Services Limited	n/a

The agent for Patent Application GB 11 18 077.5 is Atkinson Wheller Limited.

The agent for Patent Application EP 12 779 132.5 is Atkinson Wheller Limited.

- 5      **"Alumino Silicate Reinforced Polyolefins"**

Country	Number	Filing date	In the name of	Renewal date
Germany (EP)	EP 2 423 256 (60 2010 004 599.4)	27/08/2010	RockTron Mineral Services Limited	27/08/2016
France (EP)	EP 2 423 256	27/08/2010	RockTron Mineral Services Limited	27/08/2016
Ireland (EP)	EP 2 423 256	27/08/2010	RockTron Mineral Services Limited	27/08/2016
UK (EP)	EP 2 423 256	27/08/2010	RockTron Mineral Services Limited	27/08/2016

The above patents were assigned from Borealis AG to RIL, which assignment was novated to RMSL by virtue of the Sales Purchase Agreement between RIL and RMSL. However this transaction has not yet been registered at the national intellectual property offices, and so the official registers still identify Borealis AG as proprietor.

Atkinson Wheller Limited is responsible for payment of the renewal fees and is in a position to attend to recordal of the transaction at the appropriate intellectual property offices.

## TRADE MARKS

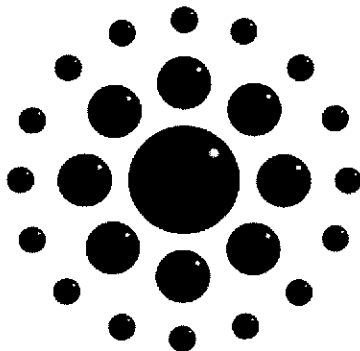
### 1 "RockTron"

Country	Number	Filing date	Owner	Renewal date
UK	UK 2 464 464	16/08/2007	RockTron Mineral Services Limited	16/08/2017

### 2 "MagAsh"

Country	Number	Filing date	Owner	Renewal date
UK	UK 2 464 465	16/08/2007	RockTron Mineral Services Limited	16/08/2017

### 3



Country	Number	Filing date	Owner	Renewal date
UK	UK 2 464 467	16/08/2007	RockTron Mineral Services Limited	16/08/2017

### 4 "CenTron"

Country	Number	Filing date	Owner	Renewal date
UK	UK 2 485 340	18/04/2008	RockTron Mineral Services Limited	18/04/2018

5 "MagTron"

Country	Number	Filing date	Owner	Renewal date
UK	UK 2 485 341	18/04/2008	RockTron Mineral Services Limited	18/04/2018

6 "MinTron"

Country	Number	Filing date	Owner	Renewal date
UK	UK00002491224	26/06/2008	RockTron Mineral Services Limited	26/06/2018

Each one of the above trademarks is owned by RockTron Mineral Services Limited by virtue of the Sales Purchase Agreement between RL and RMSL. However, this transaction has not been recorded and so the official register still identifies RockTron Limited as proprietor. Atkinson Wheller Limited is in a position to take over responsibility for these registrations and attend to recordal of the transaction.



**CHARGOR**

**EXECUTED** as a **DEED** and     )  
**DELIVERED** by **ROCKTRON**     )  
**MINERAL SERVICES LIMITED**     )  
acting by:-     )

.....  
[Redacted Signature]  
**Director**

in the presence of a witness:

Name of witness: .....

Address: .....

Occupation: .....

[Redacted Witness Information]

**LENDERS**

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~~authority of the company~~ )  
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of that territory, is acting under the  
authority of the company

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