

MR01  
Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form M000.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



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

WEDNESDAY



SCT 03/12/2014 #106  
COMPANIES HOUSE

**1 Company details**

Company number S C 3 4 3 1 5 6

Company name in full DDR RECYCLING LIMITED

For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 2 8 1 1 2 0 1 4

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

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

Name Bank of India having their head office at Star House, C-5, G Block  
Bandra Kurla Complex, Bandra (East) Mumbai 400 India and  
Name having a branch office at 1 Somerset Place, 169 Elderslie Street,  
Glasgow, G3 7JT

Name

Name

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

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

# MR01

## Particulars of a charge

4

### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- ☐ Yes  
☒ No

6

### Floating charge

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

- ☒ Yes Continue  
☐ No Go to **Section 7**

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

- ☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- ☒ Yes  
☐ No

8

### Trustee statement <sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

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

9

### Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

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

Contact name **Richard Leggett**

Company name **Campbell Riddell Breeze**

**Paterson LLP**

Address  
**21 Park Road**

**Milngavie**

Post town **Glasgow**

County/Region **East Dunbartonshire**

Postcode 

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Country **Scotland**

DX **581600 MILNGAVIE**

Telephone **0141 956 5454**



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

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



### Where to send

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

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

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

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



### Further information

**For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)**

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 343156

Charge code: SC34 3156 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th November 2014 and created by DDR RECYCLING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2014.

Given at Companies House, Edinburgh on 8th December 2014



**Companies House**



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

**FLOATING CHARGE**

**By**

**DDR RECYCLING LIMITED**

**in favour of**

**THE BANK OF INDIA**

**DATE: 28.11.14**

**CERTIFIED A TRUE COPY**



**CAMPBELL RIDDELL BREEZE PATERSON LLP**

**SOLICITORS**

**21 PARK ROAD, MILNGAVIE**

DATA

CRITICAL AREA

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CRITICAL AREA

**IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before executing this document.**

## **FLOATING CHARGE**

This **FLOATING CHARGE** is given by you to us:

**"You"** are **DDR RECYCLING LIMITED** a company incorporated under the Companies Acts (Company Number SC343156) and having its registered office at Two hundred and thirty one/Two hundred and thirty three St Vincent Street, Glasgow;

**"We"** are **BANK OF INDIA** incorporated in India under the Banking Companies (Acquisition of Transfer of Undertakings) Act 1970 and having their Head Office at Star House, C-5, G Block, Bandra Kurla Complex, Bandra (East) Mumbai 400 India and having a branch office in the United Kingdom at 1 Somerset Place, 169 Elderslie Street, Glasgow G3 7JT

Definitions are given in Clause 18.

### **1 Payment Obligation**

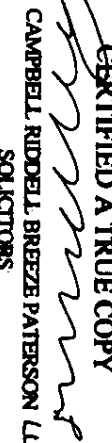
- 1.1 You shall on demand in writing made to you pay or discharge the Secured Liabilities when they are due and payable.
- 1.2 If you fail to pay any amount under this Charge when it is due then that amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date that amount is paid in full to us.

### **2 Charging Provision**

- 2.1 You grant a floating charge over the Assets to us as a continuing security for the payment and discharge of the Secured Liabilities.
- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Charge.

### **3 Negative Pledge and Ranking of Floating Charge**

- 3.1 You agree that you shall be prohibited from granting or creating subsequent to the date of this Charge any fixed security or any other floating charge having priority over or ranking pari passu with this Charge, other than in our favour.
- 3.2 Any fixed security granted by you in our favour (whether before or after the date of this Charge) shall rank in priority to the floating charge created by this Charge.
- 3.3 In the event that you grant or create any fixed security or floating charge in breach of the prohibition in Clause 3.1 above, this Charge shall rank in priority to that fixed security or floating charge.

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**CAMPBELL RIDDELL BREEZE PATERSON LLP**  
**SOLICITORS**  
**21 PARK ROAD, MILDGAYIE**

**DATE: 28.11.14**

ГЛАВНОЕ УПРАВЛЕНИЕ  
ПОЛИЦИИ  
ОТДЕЛЕНИЕ КУЛЬТУРЫ И СПОРТА

СЛУЖБА ВНЕШНИХ СООБЩЕНИЙ

ДЛЯ

4        **Undertakings**

4.1        You shall not without our prior written consent:

- 4.1.1      sell, transfer, assign, factor, lease or otherwise dispose of all or any of the Assets or your interest in them other than in the ordinary course of trading;
- 4.1.2      grant any lease, part with possession or share occupation of the whole or any part of your properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same in any way which is likely to have an adverse effect upon the value of any such properties;
- 4.1.3      vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of the properties;
- 4.1.4      make any structural or material alteration to or to the use of any of your properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of the properties or on the marketability of any of the properties;
- 4.1.5      cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Assets.

4.2        You shall:

- 4.2.1      at all times comply with the terms of this Charge and of all agreements relating to the Secured Liabilities;
- 4.2.2      if and when required by us, grant in our favour or as we shall direct, such fixed or specific security or charge over all or any of the Assets as we may require;
- 4.2.3      comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town and country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
- 4.2.4      promptly notify us of the acquisition by you of any interest in any heritable, freehold or leasehold property;

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SOLICITORS  
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OFFICE OF THE SECRETARY  
WASHINGTON, D.C. 20540

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- 4.2.5 promptly upon our request deposit with us all deeds, certificates and documents of title relating to the Assets or any part thereof and all policies of insurance and assurance;
- 4.2.6 keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
- 4.2.7 promptly pay or cause to be paid and indemnify us and any Receiver against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of any of your properties (or any part thereof) or by the owner or occupier thereof;
- 4.2.8 ensure that all your Assets which are insurable are insured with reputable insurance companies or underwriters to such extent and against such risks as is normal for prudent companies in businesses similar to you (or as otherwise requested in writing by us from time to time) and (without limitation to the generality of the foregoing):
- (a) pay all premiums and other monies due and payable under all such insurances and provide premium receipts or any other evidence of payment promptly upon request to do so by us;
  - (b) ensure that our interest is noted on the policies in respect of such insurances or, at our request, that such policies contain such other provisions for our protection as we may from time to time require;
- 4.2.9 notify us immediately in the event of any creditor executing diligence against you or if any distress or execution is levied or enforced against you or any third party debt order is made and served on you;
- 4.2.10 notify us immediately if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person in relation to your administration, winding-up or dissolution;
- 4.2.11 maintain your centre of main interest (COMI), for the purposes of the EU Regulation on Insolvency Proceedings 2000, in the United Kingdom.

## 5 Protection of Security

### 5.1 You agree that:

- 5.1.1 this Charge is and shall be in addition and without

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SOLICITORS  
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INVESTIGATING  
OFFICER:  
A. J. ROBERTSON, JR.

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prejudice to any other security or rights which we hold or may hold in respect of all or any of the Secured Liabilities;

5.1.2 we may give time for payment of any negotiable instrument, bill of exchange, promissory note or other security discounted for or received by us on your account or on which you shall or may be liable in any capacity to any party without in any manner affecting this Charge or releasing you from it; and

5.1.3 we may at your expense effect or renew any insurance as we may see fit, debiting the cost of such insurance to any account in your name held with us.

5.2 This Charge will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.

5.3 Your obligations under this Charge will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate you from any of your obligations hereunder in whole or in part, including (without limitation):

5.3.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which we may have now or in the future from or against you or any other person in respect of the Secured Liabilities;

5.3.2 any act or omission by us or any other person in taking up, perfecting or enforcing any security or guarantee from or against you or any other person or the invalidity or unenforceability of any such security or guarantee;

5.3.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by us (in our absolute discretion) of our rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to you;

5.3.4 any grant of time, indulgence, waiver or concession to you or any other person;

5.3.5 any arrangement or compromise entered into between us and you or any other person;

5.3.6 the administration, insolvency, bankruptcy, liquidation,

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# REPORT CARD

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winding-up, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of you or any other person;

5.3.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of your obligations ;

5.3.8 any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person to us resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.

5.4 We shall not be obliged, before exercising any of the rights, powers or remedies conferred upon us by or pursuant to this Charge or by law to:

5.4.1 take any action or obtain judgement or decree in any court against you;

5.4.2 make or file any claim to rank in a winding-up or a liquidation of you; or

5.4.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to us, in respect of the Secured Liabilities.

5.5 Any settlement or discharge between you and us shall be conditional upon no security or payment granted or made to us by you or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any of our other rights) we shall be entitled to recover from you the value or amount of such security or payment from you as if such settlement or discharge had not occurred.

## **6 Enforcement**

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

6.1.1 if you have failed to pay or discharge all or any of the Secured Liabilities in accordance with Clause 1;

6.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by you or by any other person to appoint an administrator in respect of you;

6.1.3 any step is taken (including, without limitation, the

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making of an application or the giving of any notice) by you or by any other person to wind up or dissolve you or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer to you or any part of your undertaking or assets;

6.1.4 the making of a request by you for the appointment of a Receiver or administrator.

## **7 Appointment of Receiver or Administrator**

7.1 At any time after this Charge has become enforceable we shall be and are entitled to appoint in writing any one or more persons as:

7.1.1 a Receiver of all or any of the Assets; and/or

7.1.2 an administrator of you,

in each case in accordance with and to the extent permitted by applicable laws.

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

7.3 Where more than one Receiver is appointed they will have power to act separately (unless in the appointment by us we specify to the contrary).

7.4 You shall be solely responsible for the acts and defaults of a Receiver appointed under this Charge and for his remuneration, cost, charges and expenses and we shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, charges and expenses.

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

7.6 The Receiver will be your agent and will have and be entitled to exercise in relation to you all the powers set out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power:

7.6.1 to promote the formation of a subsidiary or subsidiaries of you, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of your assets ;

7.6.2 to make any arrangement or compromise which we or

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OF THE FBI

PREPARED BY IRINE COBYA

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the Receiver may think fit;

- 7.6.3 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part;
  - 7.6.4 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by you;
  - 7.6.5 to convene an extraordinary general meeting of you;
  - 7.6.6 to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Assets located in England and Wales;
  - 7.6.7 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 7.7 No purchaser, mortgagee or other person dealing with the Receiver shall be concerned whether the Secured Liabilities have become payable or enforceable or whether any money remains outstanding to us or shall be concerned with any application of any monies paid to the Receiver.

## **8 Application of Security Proceeds**

- 8.1 Any monies received under the powers conferred by this Charge will, subject to the payment or repayment of any prior claims, be paid or applied in payment or discharge of the Secured Liabilities (subject to the terms of section 60 of the Insolvency Act 1986) provided that the Receiver or administrator may retain any monies in his hands for so long as he thinks fit and we may, without prejudice to any other rights we may have at any time and from time to time, place and keep for such time as we may think prudent any monies received, recovered or realised under or by virtue of this Charge to or at a separate or suspense account to the credit either of you or as we think fit without any intermediate obligation on our part to apply such monies or any part of such monies in or towards the discharge of Secured Liabilities.
- 8.2 Subject to Clause 8.1, any monies received or realised by us from you or a Receiver under this Charge or any administrator may be applied by us to any item of account or liability or transaction in such order or manner as we may determine.

## **9 New Account**

At any time following our receipt of notice (actual or constructive) that all or any of the Assets have been encumbered by the grant of

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any fixed security, floating charge or other security right or have been disposed of, we will be entitled to close your then current account or accounts and to open a new account or accounts with you and (without prejudice to any right we have to combine accounts) no money paid in or carried to your credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to us on any closed account. If we do not open a new account or accounts, we will nevertheless be treated as if we had done so at the time when we received (or were deemed to have received) such notice and as from that time all payments made to us will be credited or be treated as having been made to the new account or accounts and will not reduce the amount of the Secured Liabilities.

## **10 Costs and Expenses**

You shall pay or reimburse us on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by us in the creation, registration, perfection, enforcement, discharge and/or assignation of this Charge (including, without limitation, the costs of any proceedings in relation to this Charge or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

## **11 Set-Off**

- 11.1 You agree that any monies from time to time standing to your credit on any account (whether current, deposit, loan or of any other nature whatsoever) with us may be retained as cover for or applied by us (at any time and without notice to you) in or towards payment or satisfaction of any monies or liabilities due, owing or incurred by you to us in any manner, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety (or guarantor or cautioner) or in any other way whatsoever.
- 11.2 If we exercise any rights in respect of any monies as referred to in clause 11.1 (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability you may have and that liability or any part of it is in a different currency from any credit balance against which we seek to exercise our rights, we may use the currency of the credit balance to purchase an amount in the currency of the liability at our then prevailing spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by us in connection with that purchase.
- 11.3 We shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by us.

## **12 Power of Attorney**

You irrevocably appoint us (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) the Receiver or administrator severally as your attorney

CAMPBELL RIDDELL BREEZE PATERSON LLP  
SOLICITORS  
21 PARK ROAD, MILNGAVIE

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ALBUQUERQUE  
1. ALBUQUERQUE STREET BRENDA VALERIO

1. ERILHED V. TRIPCOBZ

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and attorneys, for you and in your name and on your behalf and as your act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of you under this Charge or may be required or deemed proper in the exercise of any of rights or powers conferred on us or any Receiver or administrator hereunder or otherwise for any purposes of this Charge.

### **13 Indemnity**

- 13.1 We, every Receiver and every attorney, manager, agent, employee or other person appointed by us or any such Receiver under or in connection with this Charge shall be and is hereby indemnified by you in respect of all liabilities, costs, losses and expenses incurred by us, them or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in us, them or him pursuant to the terms of this Charge (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the property, assets and rights hereby charged and we, any Receiver or any such other person may retain and pay all sums in respect of the same out of moneys received under the powers conferred by this Charge.
- 13.2 The indemnity under Clause 13.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of us or the Receiver.

### **14 Investigations**

If any event of default (howsoever described) in any agreement between us and you occurs then (while it is continuing unwaived) we shall be entitled to initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on, the business and affairs of you and/or any other group company which we consider necessary to ascertain your financial position, all fees and expenses incurred by us in so doing being payable by you.

### **15 Notices**

- 15.1 Any communication from us to you under or in connection with this Charge shall be made in writing and, unless otherwise stated, may be made by fax, letter (posted first class post) or electronic mail to your most recent email address held by us.
- 15.2 Any communication to be made by you to us under or in connection with this Charge shall be made in writing to the address at the end of this Charge, or such other address as we may notify to you from time to time.
- 15.3 Your address for any communication or document under or in connection with this Charge is your registered office at the time such

CAMPBELL RIDDELL BREEZE PATTERSON LLP  
SOLICITORS  
21 PARK ROAD, MILLINGAYE

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U.S. BANK ROYAL MAIL  
RECEIPTS  
CAMPBELL RICHARD BREDA HENDERSON

CHRIELED V. J. RICH COBY

DATE:

communication or document is made or delivered, or your last known place of business (or, if more than one, any one of such places). Your fax number for any communication or document to be made or delivered under or in connection with this Charge is the fax number most recently provided to us by you.

15.4 Any communication made or document made or delivered by us to you under or in connection with this Charge will be effective:-

- (a) if by way of fax, when transmitted (provided a valid transmission report is received);
- (b) if by way of letter, at noon on the Business Day following the day the letter was posted; or
- (c) if by way of email, when sent (provided we have not received notice that the message is undeliverable).

15.5 You undertake to keep your current email address available and live unless and until you notify us of an alternative address for the purpose of this clause 15, and you agree to and acknowledge receipt of any notice given by email under this clause 15.

15.6 Any communication or document to be made or delivered to us will be effective only when actually received by us.

## 16 Further Assurance

You (at your own cost) will on demand in writing from us execute and deliver (in such form as we may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as we may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Charge or for facilitating the realisation of the Assets charged by this Charge or the exercise of any of our rights hereunder.

## 17 Miscellaneous

17.1 If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

17.2 No failure or delay by us in exercising any right or remedy under any of our documents shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.

17.3 We will be entitled to disclose to any member of Our Group, our auditors, advisors or applicable regulatory authority or any other person that enters or proposes to enter into any trust or contractual

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arrangements with us, confidential information concerning this Charge or any arrangement made in connection with this Charge.

- 17.4 A certificate by any of our duly authorised officers as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on you.
- 17.5 You certify that the security created by this Charge does not contravene any of the provisions of your Memorandum or Articles of Association.

## 18 Definitions

In the interpretation of this Charge:

- 18.1 "Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of you;
- 18.2 "Business Day" means a day (other than a Saturday or Sunday, or bank holiday) when our branch or Business Centre at which your main bank account with us is located is open for business;
- 18.3 "Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor, or if no such rate is stated our standard default rate from time to time;
- 18.4 "Our Group" means us, Bank of India, any subsidiary or holding company of either of us and any subsidiary of any such holding company;
- 18.5 "Receiver" means a receiver or administrative receiver appointed pursuant to this Charge of all or any of the Assets;
- 18.6 "Secured Liabilities" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to us by you, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not we shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which we may in the course of our business charge or incur in respect of any of those matters or for keeping your account, and so that interest shall be computed and compounded according to our usual rates and practice as well after as before any demand made or decree obtained under this Charge;
- 18.7 "our" means, when used in the context of any property, obligation, liability or other matter, such property, obligation, liability or other matter belonging to us;
- 18.8 "we" includes "us" or "our" and our successors and assignees;

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- 18.9 "you" includes "your" and your successors;
- 18.10 "your" means, when used in the context of any property, obligation, liability or other matter, such property, obligation, liability or other matter belonging to you;
- 18.11 References to:
- 18.11.1 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 18.11.2 "including" shall not be construed as limiting the generality of the words preceding it;
- 18.11.3 any term or phrase defined in the Companies Act 1985 (as amended from time to time) shall bear the same meaning in this Charge;
- 18.11.4 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 18.11.5 this Charge and to any provisions of it or to any other document referred to in this Charge shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 18.11.6 any person are to be construed to include references to a corporation, firm, company, partnership, limited liability partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 18.11.7 any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 18.11.8 clause headings are for ease of reference only and are not to affect the interpretation of this Charge.
- 18.11.9 any "properties" of you shall be construed as a reference to the freehold, heritable and leasehold properties of you at the relevant time;
- 18.11.10 a "fixed security" is to be construed in accordance with the terms of Section 486 of the Companies Act 1985.

DATE: 28.11.14  
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21 PARK ROAD, MILNGAVIE

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19 **Consent to Registration**

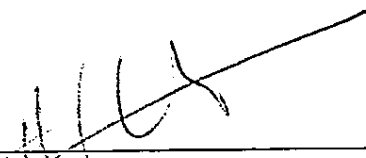
You consent to the registration of this Charge and of the certificate referred to in Clause 17 above for preservation and execution.

20 **Governing Law**

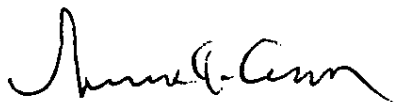
This Charge shall be governed by and construed according to Scots law.

IN WITNESS WHEREOF this Charge consisting of this and the 12 preceding pages is executed as follows:

SUBSCRIBED for and on behalf of the said  
**DDR RECYCLING LIMITED** by

  
\_\_\_\_\_  
Director  
(Signature)

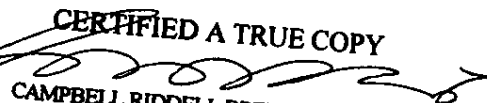
DONALD MCCORQUODALE  
\_\_\_\_\_  
Director  
(Print Full Name)

  
\_\_\_\_\_  
Director/ (Signature)  
Secretary

MORRISON TAYLOR CANNAN  
\_\_\_\_\_  
Director/ (Print Full Name)  
Secretary

all together at Glasgow  
on the 28th day of November 2014

DATE: 28.11.14

  
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CAMPBELL RIDDELL BREEZE PATERSON LLP  
SOLICITORS  
21 PARK ROAD, MILNGAVIE

DATE \_\_\_\_\_  
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LAWRENCE L. MURPHY, JR.  
2010-10-10  
PARK ROAD 100