



**Registration of a Charge**

Company name: **ADVANCED MATERIAL PROCESSING LIMITED**

Company number: **SC511266**



X7CW2VX4

Received for Electronic Filing: **22/08/2018**

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**Details of Charge**

Date of creation: **14/08/2018**

Charge code: **SC51 1266 0001**

Persons entitled: **RBS INVOICE FINANCE LTD**

Brief description:

**Contains fixed charge(s).**

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

**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:

**R HOBSON**



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

Company number: 511266

Charge code: SC51 1266 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th August 2018 and created by ADVANCED MATERIAL PROCESSING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2018 .

Given at Companies House, Edinburgh on 22nd August 2018

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

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

**Definitions**

<b>RBSIF:</b>	RBS Invoice Finance Limited
<b>Debt Purchase Agreement:</b>	Any debt purchase facility between RBSIF and the Client
<b>Client:</b>	Advanced Material Processing Limited Registered No: SC511266 of 9 BROADLEYS ROAD, SPRINGERKIRK INDUSTRIAL ESTATE, STIRLING, FK7 7ST
<b>Client's Obligations:</b>	All the Client's liabilities to RBSIF of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with RBSIF's charges, Interest and Expenses
<b>Debts:</b>	Has the meaning given to that expression in any Debt Purchase Agreement
<b>Expenses:</b>	All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with the Property or the Client's Obligations or in taking or perfecting this document or in assigning discharging preserving defending or enforcing the security created by this document or in exercising any power under this document or otherwise with Interest from the date they are incurred
<b>Floating Charge:</b>	The floating charge granted under Clause 2
<b>Interest:</b>	Interest at the same rate as the discounting charge charged to the Client by RBSIF from time to time
<b>Property:</b>	The whole and any part of the property charged by Clause 2
<b>Required Currency:</b>	The currency or currencies in which the Client's Obligations are expressed from time to time
<b>Subsidiary:</b>	Has the meaning given in Section 1159 of the Companies Act 2006

**Undertaking to Pay**

- 1 The Client undertakes to pay and discharge on demand signed by an official or manager of RBSIF the Client's Obligations

**Floating Charge**

- 2 As a continuing security for the payment and discharge of the Client's Obligations, the Client grants to RBSIF a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while the floating charge is in force comprised in the property and undertaking of the Client. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Clause 2 (and the floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

**Ranking**

- 3.1 Unless otherwise agreed in writing by RBSIF, the Floating Charge will, subject to Section 464(2) of the Companies Act 1985 and to Clause 3.2, rank in priority to any fixed security and any other floating charge which will be created by the Client after its execution of this document

### **Appropriation**

- 11.1 Subject to Clause 11.2, RBSIF may appropriate all payments received for the account of the Client in reduction of any part of the Client's Obligations as RBSIF decides
- 11.2 RBSIF may open a new account or accounts upon RBSIF receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not RBSIF opens any such account no payment received by RBSIF after receiving such notice will (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Client's Obligations outstanding at the time of receiving such notice

### **Preservation of other Security and Rights and Further Assurance**

- 12.1 This document is in addition to any other security present or future held by RBSIF for the Client's Obligations and neither this document, nor the security created hereby nor the rights of RBSIF hereunder will :
  - 12.1.1 In any way prejudice or affect or merge with such other security or any contractual or legal rights of RBSIF; or
  - 12.1.2 Be in any way prejudiced or affected by any such other security by the release of any such other security or by the sale or other disposal of the Property which is subject to such other security (irrespective of whether the proceeds are applied in reduction of the Client's Obligations) or by RBSIF giving to the Client or any other person any time or indulgence or compounding or entering into any agreement with the Client or any other person
- 12.2 The Client will at its own cost at RBSIF's request execute any deed or document and take any action required by RBSIF to perfect, enhance or facilitate the realisation of the security created by this document and grant and ensure that each Subsidiary of the Client will grant in favour of RBSIF by way of further security for the Client's Obligations such fixed security in a form specified by RBSIF over such of its undertaking property assets and rights (including in respect of its book debts) as is specified in the request.
- 12.3 The Obligations of the Client under this deed will not be affected by any act or omission which but for this deed would reduce release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including:
  - 12.3.1 any extension of time waiver or consent granted to or composition with the Client or other person
  - 12.3.2 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 Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security
  - 12.3.3 any incapacity or lack of power authority or legal personality of or dissolution or change in the members or status of the Client or any other person
  - 12.3.4 any amendment novation supplement extension restatement or replacement of the Debt Purchase Agreement or any other document or security including without limitation any change in the purpose of any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security
  - 12.3.5 any unenforceability illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security
  - 12.3.6 any insolvency administration or similar proceedings of the Client or any other person

### **Notices**

- 13.1 Any notice or demand by RBSIF may be served personally on any director or the secretary of the Client or may be sent by post or fax or delivered to the Client at the Client's address last known to RBSIF
- 13.2 A notice or demand by RBSIF by post will be deemed served on the Business Day after posting

- 13.3 A notice or demand sent by RBSIF by fax (i) during RBSIF's working hours on a Business Day will be deemed served on the day of sending (ii) at any other time will be deemed served on the next following Business Day
- 13.4 "Business Day" means any day other than a Saturday or Sunday on which banks are generally open for business in London

#### **Certificate of the Client's Obligations**

- 14.1 A certificate signed by an official or manager of RBSIF as to the cause existence or amount of the Client's Obligations will save in the case of manifest error be conclusive and binding on the Client
- 14.2 The Client consents to the registration of this document and of the certificate referred to in Clause 14.1 for preservation and execution
- 14.3 The Client will not take any proceedings or other steps to reduce or suspend any charge for payment served by RBSIF following such registration or to prevent RBSIF from or delay RBSIF in serving such a charge or to suspend or sist any execution which is levied by RBSIF following the expiry of any such charge unless prior to the taking of the proceedings or other steps the Client has paid and discharged the Client's Obligations as certified in the certificate issued by RBSIF in accordance with Clause 14.1

#### **Reinstatement**

- 15 Where any discharge (whether in respect of the Obligations of the Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment security or other disposition which is avoided or must be restored on insolvency or otherwise the Client's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment security or other disposition is liable to avoidance or restoration.

#### **Governing Law**

- 16.1 The laws of Scotland govern this deed and any non-contractual obligations arising in relation to it
- 16.2 The parties irrevocably agree that the Scottish courts will have exclusive jurisdiction to settle any dispute or claim relating to this deed (including non-contractual disputes or claims) and that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the parties and may be enforced against the parties in the courts of any other jurisdiction

#### **Interpretation**

- 17.1 The expressions "Client" and "RBSIF" where the context admits include their respective successors in title and assignees
- 17.2 Interest will be calculated both before and after demand or decree on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as RBSIF may select
- 17.3 References to the "Property" include any part of it
- 17.4 References to heritable freehold and leasehold property include all burdens covenants and rights affecting or concerning the same
- 17.5 References to "Debt Purchase Agreement" include that agreement as amended supplemented or novated from time to time
- 17.6 Any reference to any statute or statutory provision will be a reference to that statute or statutory provision as amended or re-enacted from time to time

- 17.7 Each of the provisions of this document will be severable and distinct from one another and the invalidity or unenforceability of any one or more of such provisions under the law of any jurisdiction will not affect the validity or enforceability of the provision(s) in question under the law of any other jurisdiction or the validity or enforceability of any other provision

In Witness of which this deed consisting of this and the six preceding pages has been executed as follows:

Signed on 14/8/13  
on behalf of Advanced Material Processing  
Limited,  
the Client, by two directors or a director and its  
secretary or a director in the presence of a witness

(Sign Here)  
Director

(Print Here).....KIERAN O'KANE  
Print Full Name (BLOCK CAPITALS)

(Sign Here).....  
Director/Secretary

(Print Here).....KIRSTINE O'KANE  
Print Full Name (BLOCK CAPITALS)

Where only one Director signs, a witness  
is required

(Sign Here).....  
Witness' Signature

(Print Here).....  
Print Witness Full Name (BLOCK CAPITALS)

(Insert Address Here).....  
Address

Signed for and on behalf of RBS Invoice Finance  
Limited, by a duly authorised signatory

(Sign Here).....  
Authorised Signatory

(Print Here).....MATTHEW BARBER  
Print Signatory's Full Name (BLOCK CAPITALS)