



Registration of a Charge

Company name: **ALBION WATER LIMITED**

Company number: **03102176**

Received for Electronic Filing: **26/09/2016**



X5GB7EWZ

Details of Charge

Date of creation: **22/09/2016**

Charge code: **0310 2176 0002**

Persons entitled: **ALBION WATER GROUP LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

BURGES SALMON LLP (JP21)



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3102176

Charge code: 0310 2176 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd September 2016 and created by ALBION WATER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2016 .

Given at Companies House, Cardiff on 27th September 2016

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



SHEPHERD+ WEDDERBURN

DEBENTURE

Albion Water Limited (the **Chargor**)

Albion Water Group Limited (the **Lender**)

This Deed is subject to the terms of the Deed of Priority

THIS DEED is dated

22 SEPTEMBER

2016 and made

BETWEEN:

- (1) **ALBION WATER LIMITED** a company incorporated in England and Wales (Registered No. 03102176) whose registered office is at Lower Ground Level, Castlewood House, 77-91 New Oxford Street, London, WC1A 1DG (the "**Chargor**"); and
- (2) **ALBION WATER GROUP LIMITED** a company incorporated in England and Wales (Registered No. 04753001) whose registered office is at Lower Ground Level, Castlewood House, 77-91 New Oxford Street, London, WC1A 1DG (the "**Lender**").

WITNESSES as follows:

1. Interpretation

1.1 In this Deed, unless the context otherwise requires:

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Business Day**" means a day (other than Saturday or Sunday) on which banks are open for business in London;

"**Charged Assets**" means all the undertaking, goodwill, property, assets and rights of the Chargor described in clauses 3.1 and 3.2 or any part of them;

"**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 a Security;

"**Debts**" means the assets of the Chargor described in clause 4.1.3;

"**Deed of Priority**" means the deed of priority dated on or about the date of this Deed and made between (1) the Lender, (2) Albion Water Group Limited and (3) the Chargor;

"**Excluded Assets**" means the assets, rights and property charged or otherwise secured in terms of the Deed of Charge over Credit Balances granted by the Chargor in favour of Barclays Bank plc and dated 6 November 2009;

"**Facilities Letter**" means the facilities letter dated on or about the date of this Deed made between the Chargor and the Lender pursuant to which the Lender has agreed to make available to the Chargor loan facilities, in accordance with the terms thereof;

"**Finance Documents**" means:

- a) the Facilities Letter and the Security Documents; and
- b) any other document designated as such by the Lender and the Chargor;

"**Floating Charge Assets**" means the assets of the Chargor from time to time expressed to be charged by this Deed by way of floating charge;

"**Insurances**" means all present and future contracts or policies of insurance (including life policies) in which the Chargor from time to time has an interest;

"**Intellectual Property Rights**" means the assets of the Chargor described in clause 3.1(f);

"**Legal Reservations**" means each and all of the following reservations that:

- a) equitable or discretionary remedies may be granted or refused at the discretion of the court;
- b) there are limitations on enforcement by laws relating to insolvency generally and other laws generally affecting the rights of creditors;
- c) there is time barring of claims under the Limitation Act 1980 or other applicable laws;
- d) there is the possibility that an undertaking to assume liability for or to indemnify against non-payment of United Kingdom stamp duty land tax may be void; and

- e) there may be defences of set-off or counterclaim (provided that nothing in this definition purports to grant to the relevant person any such right and is without prejudice to any restriction contained in this Deed) and similar principles, rights and defences under the laws of any foreign jurisdiction in which relevant obligations may have to be performed;

"Properties" means the assets of the Chargor described in clause 4.1.1;

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

"Secured Obligations" means each and every present and future obligation and liability of the Chargor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which is, or is expressed to be, or may at any time be or become, due, owing or payable to the Lender under the Finance Documents;

"Securities" means the assets of the Chargor described in clause 0;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Documents" means:

- a) this Deed; and
- b) any other document entered into by the Chargor in favour of the Lender creating or expressed to create Security over all or any part of its assets in respect of the Secured Obligations; and

"Shareholders" means (a) Albion Water Group Limited (registered number 04753001), having its registered office at Lower Ground Level, Castlewood House, 77-91 New Oxford Street, London WC1A 1DG; and (b) Wessex Water Limited (registered number 2366633), having its registered office at Claverton Down Road, Claverton Down, Bath BA2 7WW

- 1.2 The expressions **"Lender"**, and **"Chargor"** include, where the context admits, their respective successors, and, in the case of the Lender, its transferees and assignees, whether immediate or derivative.
- 1.3 Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.
- 1.4 In this Deed, unless the context otherwise requires:
 - 1.4.1 references to clauses are to be construed as references to the clauses of this Deed;
 - 1.4.2 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 in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Lender;
 - 1.4.3 words importing the plural shall include the singular and vice versa;
 - 1.4.4 references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof;
 - 1.4.5 references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time.
- 1.5 This deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.
- 1.6 Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in a Facilities Letter shall have the same meaning when used in this Deed.
- 1.7 Unless a contrary intention appears, the Lender shall not unreasonably withhold or delay the giving of any consent, approval or the exercise of any discretion or determination under this

Deed and shall obtain the consent of the Shareholders when giving such consent, approval and when exercising any such discretion or determination.

2. DEED OF PRIORITY

This Deed is subject to the terms of the Deed of Priority.

3. Covenant to pay

The Chargor will on demand pay or otherwise discharge all Secured Obligations when they become due in accordance with the Finance Documents 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.

4. Charges

4.1 The Chargor with full title guarantee hereby charges to the Lender by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales vested in the Chargor by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor may from time to time have an interest:

4.1.1 Properties

All freehold and leasehold property of the Chargor situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same.

4.1.2 Plant and machinery

All plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same.

Securities

All stocks, shares, loan capital, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof.

4.1.3 Debts

All book and other debts, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Chargor or purchased or otherwise acquired by it and all things in action which may give rise to any debt, together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights (other than the Excluded Assets).

4.1.4 Insurances

All monies from time to time payable to the Chargor under or pursuant to the Insurances including, without limitation, the refund of any premiums.

4.1.5 Intellectual Property Rights

All patents, patent applications, trademarks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property.

4.1.6 Goodwill and uncalled capital

All goodwill and uncalled capital of the Chargor.

- 4.2 The Chargor with full title guarantee hereby charges to the Lender by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than: (i) any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to clause 3.1 or otherwise pursuant to this Deed; and (ii) the Excluded Assets. This floating charge is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and paragraph 14 shall apply to it.
- 4.3 Notwithstanding anything else contained in this Deed:
- 4.3.1 the floating charge created by this Deed may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium in respect of the Chargor pursuant to Section 1A to the Insolvency Act 1986; or
 - (ii) anything done with a view to obtaining such a moratorium; and
- 4.3.2 the Lender is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of the Chargor pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.
- 4.4 The Chargor hereby covenants that it will not without the prior consent in writing of the Lender:
- 4.4.1 dispose of, or create or attempt to create or permit to subsist or arise any Security on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 7.1.1;
- 4.4.2 create or attempt to create or permit to subsist in favour of any person other than the Lender any Security (except a lien arising by operation of law in the ordinary course of trading over property other than land) on or affecting the other Charged Assets or any part thereof; or
- 4.4.3 dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of Floating Charge Assets which may, subject to the other provisions of this Deed, be disposed of in the ordinary course of business).
- 4.5 Subject only to clause 4.3, notwithstanding anything expressed or implied in this Deed the Lender shall be entitled at any time by giving notice in writing to that effect to the Chargor to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.
- 4.6 The Chargor shall hold on trust for the Lender all monies realised in respect of the assets charged by clause 4.1.3. This trust shall, pursuant to section 5 of the Perpetuities & Accumulations Act 2009, be for a period of 125 years.
- 4.7 The Chargor hereby consents to the registration of the following restriction against all present and future registered titles of the Chargor (whether or not specified in this Deed) and against any title to any unregistered property of the Chargor which is or ought to be the subject of a first registration of title at H.M. Land Registry at the date of this Deed:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Wessex Water Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its solicitor".

5. **Set-off**

The Chargor hereby agrees that the Lender may at any time without notice, set off any amounts owed by it to the Chargor in or towards satisfaction of the Secured Obligations.

6. Representations

The Chargor makes the representations and warranties set out in this Clause 6 (*Representations*) on the date of this Deed.

6.1 Status

6.1.1 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

6.1.2 It has the power to own its assets and carry on its business as it is being conducted.

6.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

6.3 Non-conflict with other obligations

Subject to the Legal Reservations, the entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

6.3.1 any law or regulation applicable to it;

6.3.2 its constitutional documents; or

6.3.3 any agreement or instrument binding upon it or any of its or any of its assets.

6.4 Power and authority

6.4.1 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by it.

6.4.2 No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantee or indemnities contemplated by this Deed.

6.4.3 giving of guarantees or indemnities contemplated by this Deed.

6.5 Validity and admissibility in evidence

All Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed have been obtained or effected and are in full force and effect.

6.6 Deduction of Tax

The Chargor is not required under the law of its jurisdiction of incorporation to make any deduction for, or on account of, Tax from any payment it may make under this Deed.

6.7 No filing or stamp taxes

Under the law of the Chargor's jurisdiction of incorporation, it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar Tax be paid on or in relation to this Deed or the transactions contemplated by it except registration of particulars of the Security Documents at the Companies Registration Office in England and Wales under section 860 of the Companies Act 2006.

6.8 Pari passu ranking

The Chargor's payment obligations under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

7. Undertakings

7.1 The Chargor hereby undertakes with the Lender that during the continuance of this security the Chargor will:

7.1.1 Debts

(i) Collect in the ordinary course of its business in a proper and efficient manner and pay into such account as the Lender (acting with the

consent of the Shareholders) may from time to time specify all monies which it may receive in respect of the Debts forthwith on receipt.

- (ii) Not, without the prior written consent of the Lender (such consent not to be unreasonably withheld), seek to compromise, compound, vary, discharge, postpone or release or assign, factor or discount any of the Debts or waive its rights of action in connection therewith or do or omit to do anything which may materially delay or prejudice the full recovery thereof.
- (iii) If called upon to do so by the Lender (acting with the consent of the Shareholders) execute a legal assignment of such book debts and other debts to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the debts are owing or incurred and take such other steps as the Lender may require to perfect such legal assignment.

7.1.2 Conduct of business

Conduct and carry on its business in a proper and efficient manner and keep or cause or procure to be kept proper books of account relating to such business and not make any material alteration in the nature or mode of conduct of any such business.

7.1.3 Compliance with covenants etc

Observe and perform all material: covenants; burdens; stipulations; requirements and obligations from time to time affecting the Charged Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the Charged Assets whether imposed by statute, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary to maintain, defend or preserve its right, title and interest to and in the Charged Assets without infringement by any third party and not without the prior consent in writing of the Lender (such consent not to be unreasonably withheld) enter into any onerous or restrictive obligations affecting any of the same.

7.1.4 Maintenance of buildings, machinery and plant

Keep its buildings, machinery, plant, fixtures, vehicles, computers and office and other equipment in good and substantial repair and in good working order and condition and permit (on reasonable notice and within normal working hours) the Lender and its agents or representatives to enter and view their state and condition.

7.1.5 Insurance

- (i) Ensure that each policy document in respect of the Insurance which relates to a material interest in real estate incorporates a mortgagee protection clause.
- (ii) Not do or omit to do, or permit or suffer to be done or omitted to be done, anything which might render any of the Insurances void, voidable or unenforceable.
- (iii) Deposit with the Lender on written demand all policies in respect of the Insurances and all related premium receipts.
- (iv) Ensure that the Insurances relating to a material interest in real estate shall have the Lender's interest as loss payee noted on them.
- (v) Pay, or procure to be paid, all material sums receivable by virtue of any Insurances to the Lender (and until such monies are paid to the Lender shall hold all such sums received by it on trust for the Lender) and shall, where such monies relate to a material interest in real estate, at the option of the Lender be applied towards the replacement, reinstatement or restoration of the property destroyed, damaged or lost (any deficiency being made good by the Chargor) or (except where the

Chargor is obligated (as landlord or tenant) to lay out such insurance monies under the provisions of any lease of any of the Charged Assets) in reduction of the Secured Obligations which shall for such purpose be deemed to be immediately due and payable.

7.1.6 Property outgoings

Punctually pay, or cause to be paid, and indemnify the Lender and any Receiver (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and material outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Properties or any part thereof or by the owner or occupier thereof.

7.1.7 Possession of Properties

Without prejudice to the generality of other provisions of this Deed, not without the prior consent in writing of the Lender (such consent not to be unreasonably withheld) grant any lease, part with possession or share occupation of the whole or any part of any of the 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 or any part thereof or permit any person:

- (i) to be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Acts of any of the Properties nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of any of the Properties.

7.1.8 Intellectual Property Rights

Take all necessary action to safeguard and maintain its rights, present and future, in or relating to all Intellectual Property Rights including, without limitation, observing all covenants and stipulations relating thereto, paying all renewal fees and taking all other steps necessary to maintain all registered design, patent, trade mark and service mark registrations held by it; and

7.1.9 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 Lender of any of the Charged Assets.

7.2 If the Chargor at any time defaults in complying with any of its obligations contained in this Deed, the Lender shall without prejudice to any other rights arising as a consequence of such default:

7.2.1 ; be entitled (but not bound) to make good such default; and

7.2.2 shall allow the Shareholders to make good such default; and

the Chargor hereby irrevocably authorises the Lender 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 the Lender shall be repayable by the Chargor to the Lender on demand. No exercise by the Lender of its powers under this clause 5.2 shall make it liable to account as a mortgagee in possession.

8. Further assurance

The Chargor shall, if and when at any time required by the Lender, execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same.

9. Enforcement

- 9.1 At any time on or after the occurrence of an Event of Default which is continuing or if requested by the Chargor, the Lender 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.
- 9.2 To the extent that the Charged Assets constitutes "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 Lender shall have the right, to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Lender so determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

10. Appointment and powers of Receiver

- 10.1 At any time on or after the occurrence of an Event of Default which is continuing, or if requested by the Chargor, the Lender may appoint a Receiver of the Charged Assets or any part thereof. Where more than one Receiver is appointed, each Receiver shall have power to act severally and independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment. The Lender may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.
- 10.2 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.
- 10.3 A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and any Receiver whether an administrative receiver or not shall have the powers to do all the things set out in Schedule 1 to the Insolvency Act 1986 and powers on behalf and at the expense of the Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Assets.
- 10.4 The Lender may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. 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.

11. Application of proceeds

- 11.1 All monies received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations in accordance with the terms of the Deed of Priority or otherwise in the following order:
- 11.1.1 in or towards payment of any accrued interest due but unpaid to the Lender under the Finance Documents;
 - 11.1.2 in or towards payment of any principal due but unpaid to the Lender under the Finance Documents;
 - 11.1.3 in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- 11.2 All monies receivable by virtue of any of the Insurances shall be paid to the Lender (or if not paid by the insurers directly to the Lender shall be held on trust for the Lender) and shall at the option of the Lender be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Chargor) or (except where the Chargor is obligated (as landlord or tenant) to lay out such insurance monies under

the provisions of any lease of any of the Charged Assets) in reduction of the Secured Obligations.

12. Power of attorney

- 12.1 The Chargor by way of security hereby irrevocably appoints each of the Lender and any Receiver severally to be its attorney in its name and on its behalf:
- 12.1.1 to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominees or any purchaser;
 - 12.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 8; and
 - 12.1.3 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 Lender or a Receiver under this Deed.
- 12.2 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 shall lawfully do or purport to do in the exercise of his powers under such clause.

13. Continuing security and other matters

- 13.1 This Deed and the obligations of the Chargor under this Deed shall:
- 13.1.1 secure the ultimate balance from time to time owing to the Lender by the Chargor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and;
 - 13.1.2 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 Lender.
- 13.2 The Lender 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 and no action taken or omitted by the Lender in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor nor shall the Lender be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.
- 13.3 Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no Security, disposition or payment to the Lender by the 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 Lender 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.

14. Miscellaneous

- 14.1 No failure or delay on the part of the 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.
- 14.2 Any appointment or removal of a Receiver under clause 10 and any consents under this Deed may be made or given in writing signed or sealed by any successors or assigns of the Lender and accordingly the Chargor hereby irrevocably appoints each successor and assign of the Lender to be its attorney in the terms and for the purposes set out in clause 12.
- 14.3 Section 93 Law of Property Act 1925 shall not apply to the security created by this Deed or to any security given to the Lender pursuant to this Deed.

- 14.4 Any liability or power which may be exercised or any determination which may be made under this Deed by the Lender may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.
- 14.5 Each of the provisions of this Deed is severable and distinct from the others and if 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.
- 14.6 If the Lender receives notice of any subsequent Security affecting the Charged Assets the Lender may open a new account. If the Lender does not open a new account in relation to the Chargor it shall nevertheless be treated as if it had done so at the time it receives such notice and as from that time all payments made to the Lender in respect of any of the Secured Obligations shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Obligations owing at the time the Lender received the notice.

15. Notices

- 15.1 Each notice or other communication to be given under this Deed shall be given in writing in English and, unless otherwise provided, shall be made by hand or letter. For the avoidance of doubt, notices shall not be validly given by facsimile or e-mail.
- 15.2 Any notice or other communication to be given by one party to another under this Deed shall (unless one party has by no less than 10 Business Days' notice to the other party specified another address) be given to that other party at the addresses set out in this Deed.
- 15.3 Deemed receipt:
- 15.3.1 Any notice or other communication given by the Lender 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; and
 - (ii) if posted, by 10.00am on the second Business Day following the day on which it was despatched by first class 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.
- 15.3.2 Any notice or other communication given to the Lender shall be deemed to have been given only on actual receipt.

16. Counterparts

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

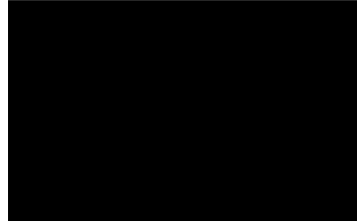
17. Law

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.

EXECUTED AS A DEED by the parties on the date noted at the head of this Deed.

EXECUTION PAGE**CHARGOR**

Executed as a Deed by)
ALBION WATER LIMITED acting by)
)
 Director)



Director/Secretary

OR

Director

In the presence of:

Witness

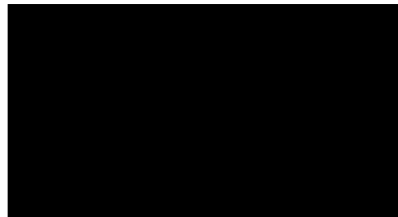


Name **JAMES ALEXANDER THOMSON**

Address **10 ST PAUL'S CHURCHYARD, LONDON, EC4M 8AL**

Occupation **SOLICITOR**

Executed as a Deed by)
ALBION WATER GROUP LIMITED)
 acting by)
 Director)



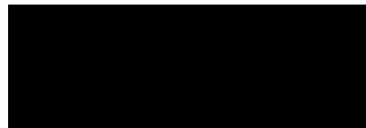
Director/Secretary

OR

Director

In the presence of:

Witness



Name **JAMES ALEXANDER THOMSON**

Address **10 ST PAUL'S CHURCHYARD, LONDON EC4M 8AL**

Occupation **SOLICITOR**