



**Registration of a Charge**

Company name: **BWP PROJECT SERVICES LIMITED**

Company number: **07279250**



X715WQS8

Received for Electronic Filing: **06/03/2018**

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**Details of Charge**

Date of creation: **28/02/2018**

Charge code: **0727 9250 0004**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**

Brief description:

**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:

**PINSENT MASONS LLP**



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

Company number: 7279250

Charge code: 0727 9250 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2018 and created by BWP PROJECT SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2018 .

Given at Companies House, Cardiff on 8th March 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

**(1) BWP PROJECT SERVICES LIMITED**  
(acting as ProjectCo)

in favour of

**(2) BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**  
(acting as Security Trustee)

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**CASH COLLATERAL ACCOUNT SECURITY**  
in relation to the Belmarsh West Prison Project

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**Pinsent Masons**

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## **CASH COLLATERAL ACCOUNT SECURITY by**

- (1) **BWP PROJECT SERVICES LIMITED**, a company incorporated under the laws of England and Wales whose registered office is at Third Floor, Broad Quay House, Prince Street, Bristol BS1 4DJ (Company Number 07279250) ("**ProjectCo**");  
  
in favour of
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, a company incorporated under the laws of England and Wales whose registered office is at One Canada Square, London E14 5AL (Company No. 02631386) (the "**Security Trustee**").

## **WHEREAS:-**

- (A) The Senior Creditors are willing to enter into certain finance arrangements with the Obligors on the terms and conditions set out in the Senior Finance Documents (as defined below). One of the conditions is that ProjectCo enters into this Security.
- (B) The board of directors of ProjectCo is satisfied that entering into this Security is for the purposes and to the benefit of ProjectCo and its business.
- (C) The Security Trustee holds the benefit of this Security on trust for the Senior Creditors on the terms of the Senior Finance Documents.
- (D) This Security is the ProjectCo Scots Law Account Security as defined in the Collateral Deed (as defined below).

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Security unless the context requires otherwise:-

**"Collateral Deed"** means the collateral deed dated on or about the date of this Security and entered into between ProjectCo, HoldCo, the Issuer, the Security Trustee, the Bond Trustee and the Financial Guarantors;

**"Funds"** means all sums which are now or may at any time hereafter be deposited in or otherwise standing to the credit of the ProjectCo Accounts and the Joint Insurance Account, whether comprising principal or interest accrued or accruing;

**"Master Definitions Schedule"** means the master definitions schedule dated on or about the date of this Security and made between, amongst others, the parties to this Security;

**"Secured Obligations"** means all present and future, actual or contingent obligations of each of the Obligors (whether entered into solely or jointly with one or more persons and whether as principal or surety) to any of the Senior Creditors under the Senior Finance Documents (which shall include, without limitation, any obligations of any Obligor, which may from time to time arise by way of subrogation and any liability in respect of further advances made under the Senior Finance Documents), except for any obligation which, if it were so included, would result in this Security contravening any law (including section 678 or 679 of the Companies Act 2006);

**"this Security"** means these presents as amended, supplemented, novated, extended or restated from time to time;

**"Security Assets"** means all assets of ProjectCo the subject of any security created by or pursuant to this Security;

**"Security Period"** means the period beginning on the date of this Security and ending on the date on which the Security Trustee is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

**"Security Trust and Intercreditor Deed"** means the security trust and intercreditor deed made on or about the date of this Security between, amongst others, the Obligors, the Financial Guarantors, the Shareholders, the Security Trustee and the Bond Trustee.

## 1.2 Construction

- 1.2.1 In this Security, words and expressions defined (expressly or by reference) or interpreted in the Master Definitions Schedule, Collateral Deed or the Security Trust and Intercreditor Deed shall, unless otherwise defined in this Security, bear the same meaning in this Security.
- 1.2.2 In the event that any of the terms of this Security conflict with the provisions of the Collateral Deed, the relevant provisions of the Collateral Deed shall prevail.
- 1.2.3 Clause 1.5 of the Security Trust and Intercreditor Deed shall apply to this Security mutatis mutandis.
- 1.2.4 In the event that any of the terms of this Security conflict with the provisions of the Security Trust and Intercreditor Deed, the relevant provisions of the Security Trust and Intercreditor Deed shall prevail.
- 1.2.5 Any obligation of any party to do something shall include an obligation to procure the same to be done and any obligation not to do something shall include an obligation not knowingly to permit, suffer or allow the same.
- 1.2.6 The term Senior Finance Document includes all amendments, novations, assignments, extensions, restatements and supplements including those providing for further advances.
- 1.2.7 Any covenant of ProjectCo under this Security (other than a payment obligation) remains in force during the Security Period.
- 1.2.8 References to this Security include the recitals and references to any Clause shall be to a Clause contained in this Security unless otherwise specified.
- 1.2.9 Words importing the singular shall include the plural and vice versa.
- 1.2.10 Where there is any reference in this Security or any other Finance Document to the Security Trustee acting reasonably or properly, or doing an act or coming to a determination, opinion or belief that is reasonable or proper, or any similar or analogous reference, the Security Trustee should be deemed to be acting reasonably and properly or to do an act or come to a determination, opinion or belief that is reasonable if it acts on the instructions of the Controlling Creditor.
- 1.2.11 Where there is in this Security or any other Finance Document a provision to the effect that the Security Trustee is not to unreasonably withhold or delay its consent or approval, it shall be deemed not to have so withheld or delayed its consent or approval if the withholding or delay is caused by instructions being sought from the Controlling Creditor and the Controlling Creditor withholds or delays in giving its consent or approval.
- 1.2.12 Each party acknowledges and agrees that, when it is acting under or pursuant to the Finance Documents the Security Trustee shall be entitled to rely on and shall have all the benefits and protection afforded to it under the Security Trust and Intercreditor Deed.
- 1.2.13 If the Security Trustee (acting reasonably) considers that an amount paid to a Senior Creditor under a Senior Finance Document is capable of being avoided or otherwise set

aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Security.

1.2.14 Any reference to an account shall include any sub account of such account.

1.2.15 Unless the context otherwise requires, a reference to a Security Asset includes:-

- (a) any part of that Security Asset (including properties and revenues);
- (b) the proceeds of sale of that Security Asset; and
- (c) any present and future assets of that type.

### 1.3 Third Party Rights

Any person who is not a party to this Security has no rights under the Contracts (Rights of Third Parties) (Scotland) Act 2017 to enforce or enjoy the benefit of this Security, except that any Senior Creditor may enforce any term of this Security that is expressed to be for its benefit or in its favour.

### 1.4 Security Trustee's Discretion

It is agreed that any liberty or power which may be exercised or any determination which may be made under this Security by the Security Trustee may, unless otherwise provided, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons thereof, but in any event in accordance with the Security Trust and Intercreditor Deed. For the avoidance of doubt, the Security Trustee shall not be liable for any loss (other than for its gross negligence and wilful default) caused to any party for the failure to act as set out in this Security, in the event it does not receive an instruction (in accordance with the Security Trust and Intercreditor Deed) to so act.

### 1.5 Security Trustee

The parties herein acknowledge that the Security Trustee is party to this Agreement as instructed and directed by the Secured Creditors. This Agreement does not impose any additional duties or obligations on the Security Trustee.

## 2. SECURITY

### 2.1 General

2.1.1 All the Security created under this Security:-

- (a) is created in favour of the Security Trustee;
- (b) is created over present and future assets of ProjectCo; and
- (c) is security for the payment of all the Secured Obligations.

2.1.2 The Security Trustee holds the benefit of this Security on trust for itself and for the Senior Creditors.

### 2.2 Security

In security for the payment and discharge of the Secured Obligations ProjectCo hereby pledges and assigns the ProjectCo Accounts (other than the ProjectCo Distribution Account), the Joint Insurance Account and the Funds (other than the sums deposited in the ProjectCo Distribution Account) (and its whole right, title and interest, past, present and future therein) to the Security Trustee and irrevocably authorises it to hold them as cash cover and collateral, specifically appropriated for that purpose, on the terms and conditions specified in this Security, provided that in respect of the Joint Insurance Account, only ProjectCo's interest in the amounts standing to the



credit of such account and ProjectCo's interest in the debt represented by such account are pledged and assigned pursuant to this Security.

**2.3 Intimation**

Immediately after the execution of this Security, ProjectCo shall intimate its terms to the Account Bank, and procure its acknowledgement, under the Accounts Agreement.

**2.4 Prohibition of other securities etc**

Unless the Security Trustee otherwise agrees in writing or as expressly permitted by the Collateral Deed, ProjectCo shall not assign or create or permit any form of security or lien to arise over or otherwise deal with the Funds or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged.

**3. PROTECTION OF SECURITY**

**3.1 Continuing security**

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally settled and discharged.

**3.2 No prejudice**

This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Senior Creditors may now or at any time hereafter hold for all or any part of the Secured Obligations.

**3.3 No waiver**

Failure or delay on the part of the Security Trustee in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

**3.4 Severability**

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

**3.5 Non impairment**

ProjectCo agrees that none of its obligations or the Security Trustee's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by:-

3.5.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Security Trustee may have now or in the future from or against ProjectCo or any other person in respect of any of the Secured Obligations; or

3.5.2 any failure, act or omission by the Security Trustee or any other person in taking up, perfecting or enforcing any security or guarantee from or against ProjectCo or any other person in respect of the Secured Obligations; or

- 3.5.3 any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Senior Finance Documents; or
- 3.5.4 any grant of time, indulgence, waiver or concession to ProjectCo or any other person; or
- 3.5.5 any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of ProjectCo or any other person; or
- 3.5.6 any invalidity, illegality, unenforceability, irregularity or frustration of any of the Secured Obligations; or
- 3.5.7 any renumbering of the ProjectCo Accounts or the Joint Insurance Account or their being transferred to another branch or department of the Account Bank; or
- 3.5.8 anything done or omitted by the Security Trustee or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of ProjectCo under this Security.

### 3.6 **New accounts**

At any time after the Security Trustee has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security charge or encumbrance over or affecting any part of the Security Assets or the proceeds of realisation, the any Senior Creditor may open a new account or accounts with ProjectCo. If the relevant Senior Creditor does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the relevant Senior Creditor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount covered by this Security.

## 4. **ENFORCEMENT**

### 4.1 **Powers**

At any time after the occurrence of an Event of Default which is continuing and the Controlling Creditor has taken action pursuant to clause 15 of the Collateral Deed (other than clauses 15.1.1, 15.1.3, 15.1.7 and 15.1.8 of the Collateral Deed), the Security Trustee shall be entitled, without notice to ProjectCo, either in its own name or in the name of ProjectCo or otherwise and in such manner and upon such terms and conditions as it thinks fit, to realise and/or deal with the Security Assets as follows:-

- 4.1.1 to withdraw and/or appropriate or apply the Security Assets in whole or part in or towards payment or satisfaction of the Secured Obligations;
- 4.1.2 to instruct or permit the Account Bank to combine or consolidate any or all of the ProjectCo Accounts together, or with any other account(s) of ProjectCo with the Account Bank;
- 4.1.3 to instruct or permit the Account Bank to set off or apply the Security Assets in or towards payment or satisfaction of the Secured Obligations; and
- 4.1.4 generally, without prejudice to the other provisions of this Clause, to exercise all the rights powers and discretions in respect of the Security Assets it would be entitled to exercise if it were the absolute owner of the Security Assets, and to do all acts and things it may consider necessary or expedient for the realisation of the Security Assets and their appropriation or application in or towards payment or satisfaction of the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Security Trustee under this Security.

#### **4.2 Application of proceeds**

Subject to Clause 4.4 (*Joint Insurance Account*) moneys received by the Security Trustee appointed under this Security shall be applied in accordance with clause 13 (*Application*) of the Security Trust and Intercreditor Deed.

#### **4.3 Monies on suspense account**

Nothing in this Security shall limit the right of the Security Trustee (and ProjectCo acknowledges that the Security Trustee is so entitled) if and for so long as the Security Trustee in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be with the Security Trustee), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations.

#### **4.4 Joint Insurance Account**

The Security Trustee shall apply amounts from time to time standing to the credit of the Joint Insurance Account in accordance with clause 9 (*Insurance Proceeds*) of the Funders' Direct Agreement.

### **5. DISCHARGE**

#### **5.1 Discharge**

When the Security Trustee confirms in writing to ProjectCo that the Secured Obligations have been fully and unconditionally paid or satisfied the Security Trustee shall at ProjectCo's request, and at its expense, discharge this Security. Any payment, realisation or appropriation in respect of the Secured Obligations which in the reasonable opinion of the Security Trustee is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably effected until the expiry of the period during which it may be challenged on any such ground.

#### **5.2 Avoidance of payments**

The Security Trustee's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment, realisation or appropriation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Trustee on the faith of any such payment, realisation or appropriation.

#### **5.3 Retention of Security**

If any payment, realisation or appropriation in respect of the Secured Obligations is, in the Security Trustee's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Trustee shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

### **6. LIABILITY OF SECURITY TRUSTEE OR DELEGATE**

#### **6.1 Delegation**

The Security Trustee may delegate any right, power or authority exercisable by it under this Security to such person, on such terms and conditions (including power to sub-delegate) and in such manner as it thinks fit, but such delegation shall not preclude the Security Trustee from itself exercising any such right, power or authority.

## **6.2 Liability**

The Security Trustee or any delegate shall not in any circumstances be liable to ProjectCo or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Security Assets or from any act, default or omission of the Security Trustee or delegate or his/her or its officers, employees or agents in relation to the Security Assets or otherwise in connection with this Security, except to the extent caused by the wilful neglect or default of the Security Trustee or delegate or his/her or its officers, employees or agents.

## **7. FURTHER ASSURANCES**

7.1 ProjectCo must, at its own expense, take whatever action the Security Trustee may require for:-

- 7.1.1 creating, perfecting or protecting any security intended to be created by this Security;
- 7.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any of its delegates or sub delegates in respect of any Security Asset; or
- 7.1.3 conferring on the Security Trustee security over any assets of ProjectCo (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by this Security.

7.2 This includes:-

- 7.2.1 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; or
- 7.2.2 the giving of any notice, order or direction and the making of any filing or registration,
- 7.2.3 which, in any such case, the Security Trustee may (acting reasonably) think expedient.

## **8. POWER OF ATTORNEY**

ProjectCo, by way of security, irrevocably and severally appoints the Security Trustee and any person nominated for the purpose by the Security Trustee (in writing and signed by an officer of the Security Trustee) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using ProjectCo's seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Security or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Trustee under this Security or otherwise for any of the purposes of this Security, and ProjectCo covenants with the Security Trustee to ratify and confirm all such acts or things made, done or executed by that attorney, unless the Security Trustee has acted in a manner which is fraudulent, negligent or in wilful default of its obligations.

## **9. MISCELLANEOUS**

### **9.1 Covenant to pay**

ProjectCo must pay or discharge the Secured Obligations at the times and in the manner provided for in the Senior Finance Documents.

### **9.2 Non compliance by ProjectCo**

If ProjectCo fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Security Trustee shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs

incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by ProjectCo on demand and shall constitute Secured Obligations.

### **9.3 Currency conversion**

9.3.1 All monies received or held by the Security Trustee under this Security may be converted into any other currency which the Security Trustee considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Trustee's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

9.3.2 No payment to the Security Trustee (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of ProjectCo in respect of which it was made unless and until the Security Trustee has received payment in full in the currency in which the obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against ProjectCo and shall be entitled to enforce the security constituted by this Security to recover the amount of the shortfall.

### **9.4 Assignment**

9.4.1 The Security Trustee may at any time assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the Senior Finance Documents.

9.4.2 ProjectCo may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

9.4.3 ProjectCo authorises and agrees to changes to parties under clause 17 (*Assignments and Transfers*) of the Security Trust and Intercreditor Deed and authorises the Security Trustee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

### **9.5 Certificate**

A certificate signed by any authorised signatory on behalf of the Security Trustee shall, save in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Security.

### **9.6 Entire agreement**

This Security constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security.

### **9.7 Non-reliance**

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.

### **9.8 Amendments**

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of each of the parties.

### **9.9 Expenses**

9.9.1 ProjectCo must:-

- (a) promptly on demand pay all costs, liabilities and expenses (including, but not limited to, legal fees and any other costs, liabilities or expenses arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise) properly incurred in connection with this Security by any Senior Creditor, receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Security;
- (b) promptly on demand pay the amount of all invoiced costs and expenses (including, but not limited to, legal fees and other out of pocket expenses and any value added tax or other similar tax thereon) incurred by any Senior Creditor, receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Security in connection with the preservation, enforcement or attempted preservation or enforcement of any of their rights under this Security (and any documents referred to in this Security);
- (c) promptly on demand indemnify each Senior Creditor, receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Security, from and against liability for any stamp, documentary, filing and other duties and taxes (if any) which are or may become payable in connection with this Security; and
- (d) keep each Senior Creditor, receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Security indemnified and/or prefunded and/or secured against any failure or delay in complying with paragraphs (a) to (c) above.

9.9.2 This Clause 9.9 (*Expenses*) shall survive in full force and effect notwithstanding termination of this Security or termination of the appointment of the Security Trustee.

## 10. NOTICES

All notices to be given under this Security must be in writing, and sent by personal delivery or post or facsimile to the address of the relevant party set out in clause 19 (*Notices*) of the Security Trust and Intercreditor Deed, and shall be deemed delivered in accordance with clause 22.3 (*Delivery*) of the Collateral Deed.

11. **GOVERNING LAW**

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

**IN WITNESS WHEREOF** these presents consisting of this and the 9 preceding pages are executed as follows:-

SUBSCRIBED for and on behalf of  
**BWP PROJECT SERVICES LIMITED**

at  
on the 28<sup>th</sup> day  
of February 2018  
by:-

..... Director/Authorised Signatory

Neil Rol. .... Full Name

before this witness

Witness:

.....

Full Name: Sarah Abel. ....

Address:

..... Pinsent Masons  
30 Crown Place  
London  
EC2A 4ES