



Registration of a Charge

LLP name: **CPC PROJECT SERVICES LLP**

LLP number: **OC366907**



X93CQUBL

Received for Electronic Filing: **20/04/2020**

Details of Charge

Date of creation: **31/03/2020**

Charge code: **OC36 6907 0004**

Persons entitled: **STEVEN MOLE
TIMOTHY BARBER
BRANDON STRINGER
WATERMILL INVESTMENTS LIMITED**

There are more than four persons entitled to the charge.

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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SEAN SYDENHAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC366907

Charge code: OC36 6907 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2020 and created by CPC PROJECT SERVICES LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 20th April 2020 .

Given at Companies House, Cardiff on 21st April 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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

31 MARCH 2020

THE LENDERS (1)

and

CPC PROJECT SERVICES LLP (2)

DEBENTURE

THIS DEED is dated the 31ST day of MARCH 2020.

PARTIES

- (1) THE LENDERS set out in Schedule 1 (the "Lender"); and
- (2) CPC PROJECT SERVICES LLP incorporated and registered in England and Wales with LLP Number: OC366907 whose registered office is at 100 Wood Street, London EC2V 7AN ("LLP"),

each a "party" and together the "parties".

AGREED TERMS

1. Definitions and interpretation:

1.1 The following definitions apply in this deed:

Costs:	means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs incurred by the Lender or any Receiver at any time in connection with the Secured Liabilities or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise which shall be recoverable from the LLP as a debt with Interest from the date they are incurred;
Interest:	means interest at the rate of 4% per annum above base lending rate for the time being of Barclays Bank plc;
Properties:	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the LLP, or in which the LLP holds an interest, and Property means any of them.
Receiver:	means the Receiver appointed by the Lender pursuant to clause 7 below;
Secured Assets:	means the whole and any part of the undertaking, property, rights and assets of the LLP charged by clause 2 (and references to Secured Assets shall include any of them or any part of any of them);
Secured Liabilities:	means all present and future monies, obligations and liabilities owed by the LLP to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Agreement, together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities, Interest and Costs;
Security Period:	means the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharge in full and no further Secured Liabilities are capable of being outstanding; and

Loan Agreement: means an agreement of that name between the Lender and the LLP dated the date hereof.

1.2 Interpretation

1.2.1 In this deed:

- (a) clause headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not e-mail;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this debenture, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause is to a clause of this deed;
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);

- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- (r) a reference to **indebtedness** includes any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;
- (s) a reference to transactions entered into **in the ordinary course of business** excludes:
 - (i) any unprecedented or exceptional transactions;
 - (ii) any transaction entered into in breach of directors' duties; and
 - (iii) any transaction that may be classified as being a preference or at an undervalue; and
- (t) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.2.2 Clawback

If the Lender considers that an amount paid by the LLP in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the liquidation or administration of the LLP or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.2.3 Insolvency Act 1986

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this deed.

2. CHARGE

2.1 The LLP covenants to pay and discharge on demand the Secured Liabilities to the Lender and as a continuing security for such payment and discharge and with full title guarantee charges to the Lender:

- 2.1.1 by way of legal mortgage all the LLP's right, title, benefit, estate and interest in and to the Properties;

- 2.1.2 by way of a first fixed charge all Properties acquired by the LLP in the future;
- 2.1.3 by way of a first fixed charge all present and future interests of the LLP not effectively mortgaged or charged under this deed in, or over, any freehold or leasehold property of the LLP;
- 2.1.4 by way of a first fixed charge all the plant, machinery and fixtures and fittings of the LLP present and future;
- 2.1.5 by way of a first fixed charge all furniture, furnishings, equipment, tools, installations, apparatus and other tangible moveable property and other chattels of the LLP present and future not regularly disposed of in the ordinary course of business;
- 2.1.6 by way of a first fixed charge all the work in progress (WIP), goodwill and uncalled capital of the LLP present and future;
- 2.1.7 by way of a first fixed charge all stocks, shares and other securities legally or beneficially owned by the LLP present and future;
- 2.1.8 by way of a first fixed charge all intellectual property rights (which for the avoidance of doubt shall include copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off), choses in action and claims of the LLP present and future;
- 2.1.9 by way of a first fixed charge all book debts and other debts or monetary claims due or owing to the LLP present and future and the proceeds of payment or realisation of each of them and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the LLP in relation to any of them;
- 2.1.10 by way of a first fixed charge all funds standing to the credit of the LLP from time to time on any account with any lender, bank, financial institution or organisation;
- 2.1.11 assigns to the Lender, by way of first fixed mortgage, all its rights in any policies of insurance or assurance present or future including all claims, the proceeds of all claims and all returns of premium in connection with any policy of insurance or assurance; and
- 2.1.12 by way of a first floating charge all the undertaking, property, assets and rights of the LLP present and future at any time not effectively otherwise mortgaged charged or assigned under this deed.

3. WARRANTIES

3.1 The LLP makes the warranties set out in this clause 3.1 to the Lender:

- 3.1.1 The LLP is the sole legal and beneficial owner of the Secured Assets.
- 3.1.2 The Secured Assets are free from any security other than the security created by this deed.
- 3.1.3 The LLP has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

- 3.1.4 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.
- 3.1.5 There is no breach of any law or regulation that materially and adversely affects the Secured Assets.
- 3.1.6 No security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the LLP or otherwise.
- 3.1.7 This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the LLP, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.
- 3.2 The warranties set out in clause 3.1 are made by the LLP on the date of this deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.
- 4. RESTRICTIONS**
 - 4.1 The LLP will not without the previous written consent of the Lender deal with the LLP's book debts and other debts otherwise than by collecting them in the ordinary course of the LLP's business and in particular the LLP will not realise its book debts and other debts by means of block discounting factoring or the like.
 - 4.2 The LLP shall not at any time, except with the prior written consent of the Lender:
 - 4.2.1 create, purport to create or permit to subsist any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment as security, title retention or any other type of arrangement that has a similar effect to any of them on, or in relation to, any Secured Asset other than any security created by this deed;
 - 4.2.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
 - 4.2.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.
 - 4.3 The LLP shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.
- 5. CRYSTALLISATION OF FLOATING CHARGE**
 - 5.1 The Lender may, in its sole discretion at any time, by written notice to the LLP, convert the floating charge created under this deed into a fixed charge as regards the Secured Assets or any part of the Secured Assets specified by the Lender in that notice.
 - 5.2 The floating charge created by clause 2.1.12 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:
 - 5.2.1 the LLP:

- (a) creates, or attempts to create, without the prior written consent of the Lender, a security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed); or
 - (b) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- 5.2.2 a receiver is appointed over all or any of the Secured Assets that is subject to the floating charge; or
- 5.2.3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- 5.2.4 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the LLP.
- 5.3 Any asset acquired by the LLP after any crystallisation of the floating charge created under this deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

6. LIABILITY OF THE LLP

6.1 Liability not discharged

The LLP's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 6.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
- 6.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
- 6.1.3 any other act or omission which but for this clause 6.1 might have discharged or otherwise prejudiced or affected the liability of the LLP.

6.2 Immediate recourse

The LLP waives any right it may have to require the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this deed against the LLP.

7. POWERS OF THE LENDER

- 7.1 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.

- 7.2 The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the LLP of any of its obligations contained in this deed and the LLP irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.
- 7.3 The rights of the Lender under clause 7.2 are without prejudice to any other rights of the Lender under this deed. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.
- 7.4 At any time after the security constituted by this deed has become enforceable, or at the request of the LLP, the Lender may:
- 7.4.1 appoint or remove a Receiver or Receivers; and
 - 7.4.2 may fix and pay the fees of a Receiver; and
 - 7.4.3 (subject to section 45 of the Insolvency Act 1986) from time to time, by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place
- but any Receiver shall be deemed to be the agent of the LLP and the LLP shall be solely responsible for the Receiver's acts, defaults and remuneration.
- 7.5 All or any of the powers conferred on a Receiver by clause 9 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- 7.6 Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary).
- 7.7 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this deed which shall be due and payable immediately upon its being paid by the Lender.
- 7.8 The powers of sale and appointing a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- 7.9 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.
- 7.10 The Lender will not be liable to account to the LLP as mortgagee in possession for any money but actually received by the Lender.
- 7.11 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 7.12 The Lender may, without notice to the LLP, appoint any one or more persons to be an administrator of the LLP pursuant to Paragraph 14 Schedule B1 of the Insolvency Act 1986 if this deed becomes enforceable.
- 7.13 Any appointment under clause 7.12 shall:
- 7.13.1 be in writing signed by a duly authorised signatory of the Lender; and

7.13.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

7.14 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this clause 7.12 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

8. ENFORCEMENT

8.1 Enforcement events

8.1.1 The security constituted by this deed shall be immediately enforceable if:

- (a) any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the LLP (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be); or
- (b) the LLP is in breach of any of its obligations under this deed, and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the LLP to remedy the breach; or
- (c) the LLP:
 - (i) becomes unable to pay its debts as they fall due (and/or the value of the LLP's assets is less than the amount of its liabilities, taking into account the LLP's contingent and prospective liabilities); or
 - (ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - (iii) makes a general assignment for the benefit of or a composition with its creditors; or
- (d) the LLP passes any resolution or takes any action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets; or
- (e) a distress, execution, attachment or other legal process is levied or enforced on, or sued out against, all or any part of the assets of the LLP and remains undischarged for seven days; or
- (f) any event occurs in relation to the LLP that is analogous to those set out in paragraph (c), paragraph (d) or paragraph (e) of this clause 8.1.1; or
- (g) any representation, warranty or statement made or deemed to be made by the LLP under this deed is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; or

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act

1925 shall immediately be exercisable and the Lender may, in its absolute discretion, enforce all or any part of the security created by this deed as it sees fit.

- 8.2 The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after, the execution of this deed but the Lender shall not exercise such power of sale until the security constituted by this deed has become enforceable under this deed.
- 8.3 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:
- 8.3.1 to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or
- 8.3.2 to see to the application of any money paid to the Lender or any Receiver.

9. RECEIVERS

- 9.1 Any Receiver shall have in addition to all powers conferred on him by statute and law, the further following powers which in the case of more than one Receiver may be exercised jointly or severally:
- 9.1.1 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the LLP;
- 9.1.2 to take continue or defend any proceedings and enter into any arrangement or compromise;
- 9.1.3 to call up any uncalled capital of the LLP;
- 9.1.4 to employ or appoint managers, officers, advisers, consultants, managers, agents, workmen and others at such salaries, for such periods and on such terms as he may determine;
- 9.1.5 to effect with any insurer any policy of insurance;
- 9.1.6 to carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the LLP;
- 9.1.7 grant options and licences over all or any part of the Secured Assets, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of all or any of the property of the LLP in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the LLP), and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as the Receiver thinks fit and he may promote, or concur in promoting, a company to purchase the property to be sold;
- 9.1.8 to purchase or acquire materials tools equipment goods or supplies;

- 9.1.9 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and
 - 9.1.10 sell and assign all or any of the book debts in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit;
 - 9.1.11 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of any secured asset.
- 9.2 A Receiver may collect and get in the Secured Assets, or any part of them, in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and to take possession of the Secured Assets with like rights.
- 9.3 A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act, and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.
- 9.4 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of such of the Secured Assets over which the Receiver is appointed and, in particular, the powers set out in this deed.
- 9.5 A Receiver shall apply all money he receives first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by him), second in payment of his expenses and liabilities and in payment of his fees, thirdly in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines and finally, in paying any surplus to the LLP or any other person entitled to it.

10. POWER OF ATTORNEY

The LLP irrevocably appoints the Lender and any Receiver severally to be the Attorney of the LLP (with full power of substitution and delegation) in the LLP's name and on the LLP's behalf and as its act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this deed or the exercise of any of their powers.

11. RELEASE

- 11.1 On the expiry of the Security Period the Lender shall take whatever reasonable action is necessary to:
 - 11.1.1 release the Secured Assets from the security constituted by this deed; and
 - 11.1.2 reassign the Secured Assets to the LLP.

12. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 12.1 This deed is in addition to any other security present or future held by the Lender for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

- 12.2 The LLP will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security.

13. COSTS

- 13.1 The LLP shall be responsible for and shall pay all Costs as a debt and shall within five Business Days of demand pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

13.1.1 this deed or the Secured Assets;

13.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this deed; or

13.1.3 suing for, or recovering, any of the Secured Liabilities, (including, without limitation, the Costs of any proceedings in relation to this deed or the Secured Liabilities), together with interest on any amount due under clause 13.1.2 and clause 13.1.2.

- 13.2 The Lender, any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Secured Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

13.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this deed;

13.2.2 any matter or thing done, or omitted to be done, in relation to the Secured Assets under those powers; or

13.2.3 any default or delay by the LLP in performing any of its obligations under this deed.

- 13.3 Notwithstanding clause 13.1, each party shall be responsible for their own legal expenses incurred in the preparation of this deed.

14. SET-OFF

- 14.1 The Lender may at any time set off any liability of the LLP to the Lender against any liability of the Lender to the LLP, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. Any exercise by the Lender of its rights under this clause 14 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

- 14.2 The Lender is not obliged to exercise its rights under clause 14.1

- 14.3 All payments made by the LLP to the Lender under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. LIMITED LIABILITY PARTNERSHIP AGREEMENT

The LLP certifies that this deed does not contravene the LLP's Limited Liability Partnership Agreement.

16. COUNTERPARTS

- 16.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 16.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

17. AMENDMENTS

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

18. WAIVERS AND CONSENTS

- 18.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 18.2 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

19. RIGHTS AND REMEDIES

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20. NOTICES

- 20.1 Any notice or demand by the Lender may be served personally on any Designated Member of the LLP or may be sent by post or fax or delivered to the LLP at the LLP's address last known to the Lender.
- 20.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.
- 20.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

21. GOVERNING LAW

- 21.1 This deed and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.
- 21.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed

22. INTERPRETATION

- 22.1 The expressions “LLP” and “Lender” where the context admits include their respective successors in title and assigns.
- 22.2 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select.
- 22.3 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 – LENDERS

Steven Mole	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 120px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 60px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 40px; height: 15px;"></div>
Timothy Barber	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 60px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 40px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 50px; height: 15px;"></div>
Brandon Stringer	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 50px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 50px; height: 15px;"></div>
Graham Hastie	<div style="background-color: black; width: 60px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 120px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 80px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 70px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 50px; height: 15px;"></div>
Watermill Investments Limited	Company Reg. No: 07687393 2 AC Court High Street Thames Ditton, Surrey KT7 0SR

**EXECUTED and DELIVERED as a
DEED by CPC PROJECT SERVICES
LLP acting by STEVEN MOLE, a
designated member, in the presence of:**

Steven Mole

Name:

Address:

Signature:

Occupation:

Derivatives Trader

**EXECUTED and DELIVERED as a
DEED by STEVEN MOLE, in the
presence of:**

Steven Mole

Name:

Address:

Signature:

Occupation:

Derivatives Trader

**EXECUTED and DELIVERED as a
DEED by TIMOTHY BARBER, in the
presence of:**

Timothy Barber

Name:

Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a
DEED by **CPC PROJECT SERVICES**
LLP acting by **STEVEN MOLE**, a
designated member, in the presence of:

)
)
)
)
)

.....
Steven Mole

Name:

Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a
DEED by **STEVEN MOLE**, in the
presence of:

)
)
)
)
)

.....
Steven Mole

Name:


Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a
DEED by **TIMOTHY BARBER**, in the
presence of:

)
)
)
)
)


.....
Timothy Barber

Name: R. Chandler

Address:

Signature:

Occupation: ND STAG Buins Group LTD.

EXECUTED and DELIVERED as a)
DEED by BRANDON STRINGER, in)
the presence of:)
)
)

Brandon Stringer

Name: ADAM SIMS

Address:

Signature:

Occupation: DIRECTOR

EXECUTED and DELIVERED as a)
DEED by GRAHAM HASTIE, in the)
presence of:)
)
)

Graham Hastie

Name:

Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a)
DEED by WATERMILL)
INVESTMENTS LIMITED acting by)
JOHN SELF, a director, in the presence)
of:)
)

John Self

Name:

Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a
DEED by BRANDON STRINGER, in
the presence of:

Brandon Stringer

Name:

Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a
DEED by GRAHAM HASTIE, in the
presence of:

Graham Hastie

Name: ANDREA JOHNSON

Address:

Signature:

Occupation:

RETIRED.

EXECUTED and DELIVERED as a
DEED by WATERMILL
INVESTMENTS LIMITED acting by
JOHN SELF, a director, in the presence
of:

John Self

Name:

Address:

Signature:

Occupation:

**EXECUTED and DELIVERED as a
DEED by BRANDON STRINGER, in
the presence of:**

Brandon Stringer

Name:

Address:

Signature:

Occupation:

**EXECUTED and DELIVERED as a
DEED by GRAHAM HASTIE, in the
presence of:**

Graham Hastie

Name:

Address:

Signature:

Occupation:

**EXECUTED and DELIVERED as a
DEED by WATERMILL
INVESTMENTS LIMITED acting by
JOHN SELF, a director, in the presence
of:**

John Self

Name: *GARY STEPHENS*

Address:

Signature:

Occupation:

LANDSCAPE GARDENER