

MR01

Particulars of a charge



Companies House

000071 / 123



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www.gov.uk/companieshouse

A fee is be payable
Please see 'How to pay'

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

☐ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument. Use form MR02.

SATURDAY



A13

A6C60DMB
05/08/2017
COMPANIES HOUSE

#271

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



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

1 Company details

Company number 09245750

Company name in full EVERSMART LTD



For official use

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 25/07/2017

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

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

Name CROWD2FUND LTD
- Acting as Trustees for the lenders.

Name

Name

Name

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

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

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4

Brief description

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

Brief description

ALL OF THE FIXED ASSETS ETC AS
DEFINED IN THE INSTRUMENT

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☒ **Yes** Continue

☐ **No** Go to **Section 7**

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

☒ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

8

Trustee statement ¹

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

☐

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

9

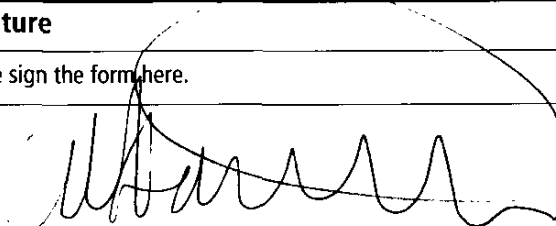
Signature

Please sign the form here.

Signature

Signature

X



X

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

MR01

Particulars of a charge



Presenter information

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

Contact name **CARIS HANCOCK**

Company name **CLOUDFUND LTD**

Address **WESTBOURNE STUDIOS**

Post town **LONDON**

County/Region

Postcode **W10 5JJ**

Country

DX

Telephone **0203 7355 690**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9245750

Charge code: 0924 5750 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2017 and created by EVERSMART LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2017.

PO

Given at Companies House, Cardiff on 17th August 2017



Companies House



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

DATED

25 July 2017

DEBENTURE

between

EVERSMART LTD

and

CROWD2FUND LTD

Certified as a true and complete
copy of the original
by.....*Michael Stewart*.....
on behalf of Buckworths
on.....*26/07*..... 20*17*.....
Michael Stewart
Simon



BUCKWORTHS

26 Curtain Road
London
EC2A 3NY

SUMMARY

THIS AGREEMENT PROVIDES THAT IF THE BORROWER DEFAULTS ON ITS OBLIGATIONS UNDER THE LOAN AGREEMENT, SOME OR ALL OF THE ASSETS OF THE BORROWER CAN BE SOLD OR ASSIGNED IN ORDER TO REPAY THE LOAN. THIS AGREEMENT CONTAINS A "FIXED CHARGE" AND A "FLOATING CHARGE" OVER SUBSTANTIALLY ALL OF THE ASSETS OF THE BORROWER.

CROWD2FUND LTD HOLDS THE SECURITY CONSTITUTED BY THIS AGREEMENT ON TRUST FOR THE LENDER(S). THE SECURITY IS ALSO REGISTERED ON THE TITLE OF THE BORROWER AT COMPANIES HOUSE.

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THIS DEED is dated 25 July 2017

PARTIES

- (1) **Eversmart Ltd**, incorporated and registered in England and Wales with company number **09245750** whose registered office is at **26 Brindley Road, Manchester, M16 9HQ** (the "**Borrower**").
- (2) **CROWD2FUND LTD** incorporated and registered in England with registered number 08472687 and registered office is at 242 Acklam Road, London, W10 5JJ (the "**Security Holder**") as trustee for and on behalf of each Lender

BACKGROUND

- (A) Each Lender has agreed, pursuant to the Loan Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) Each Lender has appointed the Security Holder as its trustee to hold and administer the Security and to exercise its rights as Lender under this deed and under the Loan Agreement.
- (C) Under this deed, the Borrower provides Security to the Security Holder (as trustee for each Lender) for the Secured Liabilities.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined herein, capitalised terms shall have the meaning given to them in the User Terms and the Loan Agreement. Capitalised terms set out in Schedule 2 and the rules of interpretation set out therein shall apply in this deed.
- 1.2 If the Security Holder considers in its sole and absolute discretion that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.
- 1.3 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.4 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules
- 1.5 This deed is a "Finance Document" for the purposes of the Loan Agreement.

2. COVENANT TO PAY

In accordance with the Loan Agreement, the Borrower shall pay to each Lender, and discharge, the Secured Liabilities.

3. GRANT OF SECURITY

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Security Holder:

- (a) by way of first ranking fixed charge, all the Fixed Assets; and

- (b) by way of a first ranking floating charge:
 - (i) all the Book Debts; and
 - (ii) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account) and the undertaking, property, assets and rights of the Borrower other than the Book Debts at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1(a) or the subject of existing security in favour of the Security Holder or otherwise;

together the "**Secured Assets**".

3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.1(b).

3.3 The floating charge created by clause 3.1 shall on the Security Holder giving notice to the Borrower immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if:

- (a) the Borrower:
 - (i) creates, or attempts to create, without the prior written consent of the Security Holder, 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 the Loan Agreement); or
 - (ii) 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);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the assets of the Borrower whether or not including any Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.4 The Security Holder may, in its sole and absolute discretion, by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Security Holder in that notice if:

- (a) an Event of Default occurs and is continuing; or
- (b) the Security Holder considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.5 Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Security Holder confirms otherwise to the Borrower in writing) be charged to the Security Holder by way of first fixed charge.

4. LIABILITY OF THE BORROWER

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Holder that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the creation of any new Security in favour of any Lender and/or held by the Security Holder as trustee for each Lender;
- (c) the addition of any new Lender to Schedule 1 and any such Lender gaining the benefit of this deed; or
- (d) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 The Borrower waives any right it may have to require the Security Holder 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 Borrower.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Borrower makes the representations and warranties set out in Schedule 4 (the "Warranties") to the Security Holder and each Lender.

5.2 The Warranties are made by the Borrower on the date of this deed and 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.

6. COVENANTS AND NEGATIVE PLEDGE

6.1 The Borrower shall not at any time, except with the prior written consent of the Security Holder:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Fixed Assets which ranks ahead of the Security granted by this deed;
- (b) 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 Fixed Assets; or
- (c) other than as permitted by clause 6.1 (a) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 The Borrower 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 Security Holder, or materially diminish the value of any of the Secured Assets or the effectiveness of the Security created by this deed.

6.3 The Borrower shall not, without the Security Holder and each of the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.4 The Borrower covenants to the Security Holder and each Lender in the terms of the covenants set out in Schedule 4.

7. REGISTRATION OF SECURITY

7.1 The Borrower consents to an application being made by the Security Holder to any registrar which the Security Holder in its sole and absolute discretion deems necessary or desirable to register its interest in any Secured Asset including without limitation Companies House.

8. POWERS OF THE SECURITY HOLDER

8.1 The Security Holder as trustee for each Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

8.2 The Borrower irrevocably authorises the Security Holder and its agents to do all things that are necessary or desirable to effect a remedy pursuant to clause 8.1.

8.3 Any monies expended by the Security Holder in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Security Holder on a full indemnity basis and shall carry interest at the Default Interest Rate.

8.4 The rights of the Security Holder under this clause 8 are without prejudice to any other rights of the Security Holder under this deed

8.5 To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Security Holder in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.6 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Holder may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8) from their existing currencies of denomination into any other currencies of denomination that the Security Holder may think fit.

8.7 Any such conversion shall be effected at the Bank of England's then prevailing spot selling rate of exchange for such other currency against the existing currency.

8.8 Each reference in this clause 8 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

8.9 The Security Holder may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the Security constituted by this deed becomes enforceable.

8.10 Any appointment under this clause 8 shall.

- (a) be in writing signed by a duly authorised signatory of the Security Holder; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986

8.11 The Security Holder as trustee for each Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 The Security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

9.2 After the Security constituted by this deed has become enforceable, the Security Holder may, in its absolute discretion, enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets

10. ENFORCEMENT OF SECURITY

10.1 At any time after an Event of Default, the Borrower will allow the Security Holder or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset.

10.2 No purchaser or other person dealing with the Security Holder, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Security Holder, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Security Holder, any Receiver or any Delegate is to be applied.

10.3 The receipt by the Security Holder or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Security Holder, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10.4 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Security Holder shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets

in or towards the payment or discharge of the Secured Liabilities in any order that the Security Holder may, in its absolute discretion, determine.

- 10.5** The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by any other method that the Security Holder may select (including without limitation independent valuation).
- 10.6** The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

11. RECEIVER

- 11.1** At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Security Holder may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.
- 11.2** The Security Holder may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 11.3** The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Holder as trustee of each Lender under the Insolvency Act 1986 or otherwise.
- 11.4** The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Security Holder as trustee of each Lender despite any prior appointment in respect of all or any part of the Secured Assets.
- 11.5** Any Receiver appointed by the Security Holder under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Holder.

12. POWERS OF RECEIVER

- 12.1** If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- 12.2** Any exercise by a Receiver of any of the powers given by this clause 12 may be on behalf of the Borrower, the directors of the Borrower or himself.
- 12.3** Any Receiver appointed by the Security Holder under this deed shall, in addition to the powers conferred on him by statute, have the following powers

- (a) A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Security Holder may prescribe or agree with him.
- (b) A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.
- (c) A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.
- (d) A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.
- (e) A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.
- (f) A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.
- (g) A Receiver may delegate his powers in accordance with this deed.
- (h) A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.
- (i) A Receiver may do any other acts and things:
 - (i) that he may consider desirable or necessary for realising any of the Secured Assets;
 - (ii) that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law, or
 - (iii) that he lawfully may or can do as agent for the Borrower.

13. DELEGATION

- 13.1** The Security Holder or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 16).

13.2 The Security Holder and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

13.3 Neither the Security Holder nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14. APPLICATION OF PROCEEDS

14.1 All monies received by the Security Holder, a Lender, a Receiver or a Delegate pursuant to this deed, after the Security constituted by this deed has become enforceable, shall be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of a Lender, the Security Holder (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to the Security Holder and any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Holder determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

14.2 Neither the Security Holder, any Lender, any Receiver nor any Delegate shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

14.3 All monies received by the Security Holder, a Receiver or a Delegate under this deed:

- (a) may, at the discretion of the Security Holder, any Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Security Holder and the Borrower; and
- (c) may be held in that account for so long as the Security Holder, Receiver or Delegate thinks fit.

15. COSTS AND INDEMNITY

15.1 The Borrower shall, within five Business Days of demand, pay to, or reimburse, the Security Holder and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Holder, any Receiver or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Holder's, any Lender's, a Receiver's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the Default Interest Rate.

- 15.2** The Borrower shall indemnify the Security Holder, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Borrower in performing any of its obligations under this deed.

16. FURTHER ASSURANCE

The Borrower shall, at its own expense, take whatever action the Security Holder or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the Security intended to be created by this deed,
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Security Holder or any Receiver in respect of any Secured Asset,

including, without limitation (if the Security Holder or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Security Holder or to its nominee) and the giving of any notice, order or direction and the making of any registration.

17. POWER OF ATTORNEY

- 17.1** By way of security, the Borrower irrevocably appoints the Security Holder, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Borrower is required to execute and do under this deed; or
- (b) the Security Holder considers desirable to update and amend any of Schedules 6 and 7 to properly reflect the current Secured Assets; or

- (c) the Security Holder considers necessary to update and amend Schedule 1 to reflect the creation of a new Lender; or
- (d) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Security Holder, any Receiver or any Delegate.

17.2 The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18. RELEASE

Subject to clause 21.3, on the expiry of the Security Period (but not otherwise), the Security Holder shall, at the request and cost of the Borrower, take whatever action is necessary to:

- (a) release the Secured Assets from the Security constituted by this deed; and
- (b) reassign the Secured Assets to the Borrower.

19. ASSIGNMENT AND TRANSFER

19.1 At any time, without the consent of the Borrower, the Security Holder may assign or transfer any or all of its rights and obligations under this deed.

19.2 The Security Holder may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Security Holder and/or any Lender (as applicable) considers appropriate.

19.3 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

20. GENERAL

20.1 No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, the Borrower and the Security Holder (or its authorised representative).

20.2 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.

20.3 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 Security Holder shall be effective unless it is in writing.

20.4 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.

- 20.5** If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed
- 20.6** 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.
- 20.7** No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 20.8** Save for the Lenders, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21. FURTHER PROVISIONS

- 21.1** This deed shall be in addition to, and independent of, any other security or guarantee that the Security Holder as trustee for each Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Security Holder over the whole or any part of the Secured Assets shall merge in the security created by this deed.
- 21.2** This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Holder as trustee for each Lender discharges this deed in writing.
- 21.3** Any release, discharge or settlement between the Borrower and the Security Holder as trustee for each Lender shall be deemed conditional on no payment or security received by the Security Holder and/or any Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
- (a)** the Security Holder or any Lender or of their nominees may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Security Holder or any Lender or of their nominees deems necessary to provide the Security Holder and/or any Lender with security against any such avoidance, reduction or order for refund; and
 - (b)** the Security Holder as trustee for each Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

22. NOTICES

- 22.1** Any notice or other communication required to be given to a party under or in connection with this deed shall be:

- (a) in writing;
 - (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax or email; and
 - (c) sent to the address, fax number or email address of the Borrower or the Security Holder as notified between the parties from time to time,
- or to any other address, fax number or email address as is notified in writing by one party to the other from time to time.

22.2 Any notice or other communication that the Security Holder gives to the Borrower shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting;
- (c) if sent by fax, when received in legible form; and
- (d) if sent by email, at the time of transmission.

A notice or other communication given as described in clauses 22.2(a), 22.2(c) or 22.2(d) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

22.3 Any notice or other communication given to the Security Holder shall be deemed to have been received only on actual receipt.

22.4 This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. GOVERNING LAW AND JURISDICTION

23.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

23.3 The Borrower irrevocably consents to any process in any legal action or proceedings being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

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

Name	Surname	Amount
Obinna	Aboh	£124.74
Benjamin	Alford	£500.00
Lee	Alldis	£320.00
Paul	Barnes	£1,200.00
Xavier	Bégel	£101.84
Edward	Bennett	£1,000.00
Carol	Bindon	£500.00
Mark	Blake	£100.00
Andrew	Boast	£100.00
Samy	Bounoua	£185.84
David	Bracken	£800.00
Thomas	Brett	£1,000.00
Andrew	Brown	£500.00
Frank	Butler	£150.00
Richard	Campbell	£100.00
Carlo	Castrica	£845.00
Emmanuel	Charles Kamala Sekaran	£262.88
Nicholas	Charlton	£227.25
Anthony	Cleare	£300.00
Leslie	Cloughley	£310.00
Patrick	Collins	£500.00
Matthew	Cosier	£1,000.00
Vladimira	Cosier	£1,000.00
Adrian	Cottam	£100.00
Bryan	Cox	£1,800.00
DAVID	COX	£800.00
Bernard	Currie	£145.03
Alan	Daniells	£250.00
Dawn	Dare	£500.00
Kirsten	Daswani	£3,997.58
Nanik	Daswani	£918.77
Mark	Davies	£223.75
Gareth	Davis	£359.20
Andrea	De Simone	£150.00
Christopher	Deane	£600.00
MALCOLM	DINNEEN	£250.00
Ben	Dishman	£1,000.00
Carl	Dixon	£200.00
Ligia	Edmondson	£2,000.00

Barry	Elliott	£500.00
Lillian	Elvin	£1,000.00
Gareth	Evans	£500.00
Robert	Fellows	£3,609.11
Ian	Ferguson	£200.00
Michael	Fischer	£2,000.00
norman	fitchett	£100.00
John	FitzPatrick	£100.00
soo chye	foo	£1,000.01
Matthew	Furniss	£1,000.00
Theresa	Fyfe	£400.00
Marta	Garcia Fiñana	£200.00
Russell	Garton	£500.00
John	Golding	£100.00
Martin	Goode	£1,000.00
Steven	Gowrie	£100.00
Tony	Gregory	£100.00
Martin	Hall	£437.06
Chris	Hancock	£200.00
Haggis	Harris	£350.00
David	Hilton	£200.00
Tatiana	Hirschler	£226.26
Margaret	Hogg	£1,000.00
Mark	Hooper	£100.00
Alan	Horncastle	£100.00
Christopher	Hubble	£700.00
Evelyn	Hulse	£100.00
Philip	Hunter	£200.00
KIU HONG	IP	£2,000.00
Eric	Jackson	£100.00
Garry	Jackson	£100.00
Iulia	Jackson	£500.00
Yaser	Javed	£2,000.00
Mark	Jones	£690.00
Anne	Joyce	£1,000.00
Yogesh	Kannayya	£100.00
Ioannis	Karagiannis	£200.00
Maksim	Kemel	£250.00
Daniel	Kennedy	£209.14
Nimit	Khamar	£300.00
Ranjeev	Khosla	£100.00
Jeremy	Killen	£200.00

Paul	King	£1,500.00
John	Kingsbury	£453.20
Joanne	Kitson	£120.00
Zbynek	Kubis	£250.00
Julia	Lang	£300.00
Hon	Lee	£106.44
michael	lee	£100.00
Judith	Leja	£1,506.00
CHRISTINE	LEWIS	£100.00
Christopher	Lillywhite	£500.00
Karl	Liriano	£1,000.00
thomas	lovely	£500.00
Ian	MacKean	£134.00
Sylvia	MacKean	£263.00
Golnar	Malek	£1,325.00
Domenico	Mangieri	£1,865.39
Stephen	Manton	£200.00
Tim	Marrison	£100.00
Chris	Marsden	£577.00
Olga	Maunsell	£200.00
Charlotte	May	£250.00
Gillian	McGill	£2,000.00
Patrick	McGill	£2,000.00
Anthony	McLaughlan	£1,100.00
Aaron	McRae	£278.00
Alan	Mead	£200.00
Mohammed	Meharban	£500.00
Leslie	Merrison	£100.00
Margaret	Merrison	£100.00
Chris	Millen	£100.00
David	Miller	£1,000.00
Paul	Mills	£206.81
Alex	Misick	£400.00
Thomas	Moult	£3,000.00
James	Mundie	£485.00
ALAN	MURRAY	£200.00
John	Nellaney	£500.00
Fabio	Nicodemi	£893.00
Keith	Norton	£142.08
Angela	O'Brien	£400.00
Gerard	O'Brien	£289.71
Xiaoyue	Pan	£300.00

Brian	Paterson	£400.00
Susan	Payne	£100.00
William	Pearson	£200.00
Simon	Pellew	£1,000.00
Christopher	Phillips	£500.00
Ailsa	Phillipson	£2,219.82
Gregor	Pirrie	£1,100.00
Rob	Powell	£500.00
Chris	Price	£400.00
Gaurav	Prinja	£300.00
Rupert	Pryce	£200.00
Gillian	Rainey	£260.00
Medhanand	Ramkhelawon	£100.00
Nicholas	Reynolds	£300.00
Linda	Riley	£1,600.00
Howard	Rippiner	£100.00
Keith	Rolfe	£1,000.00
Michael	Salter	£712.00
Manuel alberto Gil	Santo	£100.00
Mike	Sastry	£200.00
Andrew	Scales	£1,000.00
Caroline	Scales	£250.00
Mark	Screeton	£204.06
Ben	Shave	£215.00
Xiaohong	Shi	£200.00
Joseph	Simms	£123.35
Piotr	Sochocki	£1,000.00
Jay	Solder	£1,000.00
Linda	Staves	£600.00
Edward	Sussex	£5,000.00
John	Swinburne	£550.00
David	Talbot	£169.56
Darryl	Thomson	£219.00
Andrew	Tolley	£500.00
William	Towers	£300.00
Victor	Toy	£4,000.00
Cara	Trimarco	£174.00
Andrew	Twitchell	£170.00
Alan	Veal	£600.00
Mark	Walsh	£508.03
Tobias	Walsh	£300.00
Daniel	Wang	£8,000.00

Simon	Watt	£202.47
David	Webster	£124.46
Lisa	Wells	£1,000.00
Robert	Whytehead	£2,000.00
Jennifer	Wilkinson	£100.00
Marcus	Wilkinson	£100.00
Alan	Williamson	£5,500.00
Mark	Wiseman	£100.00
Jonathan	Woodcock	£500.00
Luan	You	£188.00
Igor	Zotkin	£479.10

Schedule 2 Definitions and Interpretation

Administrator: an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 8.11

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

Fixed Assets: all equipment (including but not limited to Fixtures and Fittings, Plant & Equipment, and Motor Vehicles) owned by the Borrower and shall include without limitation the equipment listed in Schedule 7.

Default Interest Rate 8% above the base rate of the Bank of England from time to time.

Delegate: any person appointed by the Security Holder or any Receiver pursuant to clause 13 and any person appointed as attorney of the Security Holder, Receiver or Delegate.

Designated Account: any bank account of the Borrower nominated by the Security Holder as a designated account for the purposes of this deed including without limitation those bank accounts set out in Schedule 6 as amended from time to time with the consent of the Security Holder.

Event of Default: has the same meaning as set out in the Loan Agreement.

Financial Collateral shall have the meaning given to that expression in the Financial Collateral Regulations

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

Lender: any person who at the date of this deed or otherwise during the term of this deed is party to a Loan Agreement with the Borrower whose details are set out at Schedule 1 (as amended from time to time).

Loan Agreement: the Loan Agreement entered into by the Borrower and the Lenders and annexed to the deed at Schedule 8.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Security Holder under clause 11

Secured Assets: has the meaning given in clause 3.1.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to each 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 or this deed.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations.

Security Period: the period starting on the date of this deed and ending on the date on which the Security Holder is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

User Terms: the terms and conditions (limited to the "Privacy Policy", "Debt Terms" and the "Website Terms") of Crowd2Fund Limited, a private company limited by shares registered in England and Wales under registration number 08472687 and whose registered address is at 1 Quality Court, Chancery Lane, London, WC2A 1HR.

1. INTERPRETATION

1.1 In this deed:

- (a) Clause and Schedule 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 deed, 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 or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule,

- (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; and
- (r) 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.

Schedule 3 Warranties

- (a) The Borrower is the legal and beneficial owner of the Secured Assets
- (b) The Secured Assets are free from any Security other than the Security created by this deed.
- (c) The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.
- (d) There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.
- (e) There is no breach of any law or regulation that materially and adversely affects the Secured Assets.
- (f) No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.
- (g) 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 Borrower or otherwise.
- (h) This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

Schedule 4 Covenants

1. GENERAL COVENANTS

1.1 The Borrower shall:

- (a) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

1.2 The Borrower shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Security Holder may require from time to time.

1.3 The Borrower shall, promptly on becoming aware of any of the same, give the Security Holder notice in writing of:

- (a) any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

1.4 The Borrower shall, as so required by the Security Holder, deposit with the Security Holder and the Security Holder shall, for the duration of this deed be entitled to hold:

- (a) all deeds and documents of title (if any) relating to the Book Debts and certified copies of any agreements relating thereto as the Security Holder may specify from time to time, and

1.5 The Borrower shall:

- (a) give the Security Holder such information concerning the location, condition, use and operation of the Secured Assets as the Security Holder may require;
- (b) permit any persons designated by the Security Holder and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and

- (c) promptly notify the Security Holder in writing of any action, claim or demand made by or against it in connection with any Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Security Holder's prior approval, implement those proposals at its own expense.

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Security Holder.

1.6 The Borrower shall:

- (i) at its own cost, if at any time so required by the Security Holder, appoint an accountant or firm of accountants nominated by the Security Holder to investigate the financial affairs of the Borrower and report to the Security Holder; and
- (ii) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

1.7 The Borrower authorises the Security Holder to make an appointment as it shall think fit at any time, without further authority from the Borrower. In every case, the Borrower shall pay, or reimburse the Security Holder for, the fees and expenses of those accountants.

1.8 The Borrower shall provide the Security Holder with details of any changes to the Secured Assets on demand and shall assist the Security Holder (at the Borrower's cost) with updating Schedules 6 and 7 as the Security Holder in its sole and absolute discretion shall deem necessary.

Schedule 6 Designated Accounts

Eversmart Ltd

Sort Code: 20-55-41

















Account: 73794563

Bank: Barclays

Schedule 7 Fixed Assets

Account	Cost	Accumulated dep	Net book value
Fixtures & fittings	£49.14	£0.00	£49.14
Plant & equipment	£49,616.54	£4,816.54	£44,800.00
Motor vehicles	£15,998.00	£6,611.50	£9,386.50
	£65,663.68	£11,428.04	£54,235.64

Printer - 0010	Plant & equipment	27 Jan 15	3.00	£124.98	£31.25	£93.73	✓	✓
Martindales - 0009	Plant & equipment	22 Mar 17	5.00	£871.15	£856.63	£14.52	✓	✓
Bins - 0008	Fixtures & fittings	24 Apr 17	5.00	£49.14	£49.14	£0.00	✓	✓
Martindale - 0007	Plant & equipment	24 Apr 17	5.00	£1,773.00	£1,773.00	£0.00	✓	✓
Oil comissioning Kit - 0006	Plant & equipment	03 May 17	5.00	£220.72	£220.72	£0.00	✓	✓
		01						

Black	Mocopa pliers - 0005	Plant & equipment	Dec 16	5.00	£1,556.67	£1,452.89	£103.78	 
Black	Mocopa pliers - 0004	Plant & equipment	12 Dec 16	5.00	£1,519.17	£1,417.89	£101.28	 
Mocopa pliers	Laptop - 0003	Plant & equipment	16 Dec 16	3.00	£1,624.17	£1,443.71	£180.46	 
Black MG Rover	Megane - 0002	Motor vehicles	24 Sep 15	5.00	£1,500.00	£1,175.00	£325.00	 
Shower Enclosure Black MG Rover	FA - 0001	Plant & equipment	04 Jan 16	8.00	£40,000.00	£36,250.00	£3,750.00	 
Television Screen 15" LG	0000	Plant & equipment	15 Dec 14	0.00	£82.50	£82.50	£0.00	 
Black MG Rover MG Rover MG Rover	0000	Plant & equipment	27 Apr 15	0.00	£54.00	£54.00	£0.00	 
Black MG Rover MG Rover MG Rover	0000	Fixtures & fittings	05 May 15	0.00	£38.33	£38.33	£0.00	 
					£65,838.51	£54,410.47	£11,428.04	

Loan Facility agreement

EVERSMART LTD

And

Crowd2Fund Limited

acting as authorised agent for the Lenders

On

11th July 2017

Contents

Clause

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13. Calculations, accounts and certificates
14. Amendments, Waivers and Consents and Remedies
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Schedule

SCHEDULE CONDITIONS PRECEDENT

1. Constitutional Documents
2. Finance Documents

THIS AGREEMENT is dated on the 11th July 2017

PARTIES

- (1) **EVERSMART LTD** incorporated and registered in England and Wales with company number **09245750** whose registered office is at **26 Brindley Road, Manchester, M16 9HQ** (the "Campaign Creator").
- (2) THOSE LENDERS as listed in Appendix 3 (each a "Lender" and together, the "Lenders").

1. INTRODUCTION

1.1 This Loan Agreement sets out the terms on which a Lender lends an Investment Amount to a Campaign Creator in accordance with the Debt Terms.

1.2 Pursuant to clause 5.8 of the Debt Terms, when a Lender makes a Pledge Submission, he simultaneously irrevocably agrees to be bound by this Loan Agreement.

1.3 Specific terms relating to repayment details and other information that was included in the Campaign Description and is to be incorporated into this Loan Agreement are set out in Appendix 2.

2. DEFINITIONS AND INTERPRETATION

2.1 Capitalised terms not otherwise defined herein shall have the meaning given in the other documents that make up the User Terms.

2.2 Definitions

The following definitions apply in this Loan Agreement.

Borrowed Money. any Indebtedness the Campaign Creator owes as a result of:

(a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;

(b) any bond, note, loan stock, debenture, commercial paper or similar instrument;

(c) any acceptance credit facility or dematerialised equivalent, bill-discounting, note purchase or documentary credit facilities;

(d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Campaign Creator if those receivables or financial assets are not paid when due;

(e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;

(f) any rental or hire charges under finance leases (whether for land, machinery, equipment or otherwise);

(g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Campaign Creator's performance of contracts,

(h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Campaign Creator's balance sheet because they are contingent, conditional or otherwise);

(i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and

(j) any guarantee, counter-indemnity or other assurances against financial loss that the Campaign Creator has given for any of the items referred to in paragraphs (a) to (i) of this definition incurred by any person.

When calculating Borrowed Money, no liability shall be taken into account more than once.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Crowd2Fund: means Crowd2Fund Limited, a private company limited by shares registered in England and Wales under registration number 08472687 and whose registered address is at 101, Westbourne Studio, 242 Acklam Road, London W10 5JJ.

Event of Default: any event or circumstance listed in clause 12.1 to clause 12.15.

Facility: the loan monies made available under the Loan Agreement.

Final Repayment Date: **11th July 2019**

Finance Document: the Loan Agreement and, where applicable, the Security Document and/or the Personal Guarantee and Indemnity.

Indebtedness: any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

Loan: the principal amount of the loan made or to be made by the Lender to the Campaign Creator under the Loan Agreement or (as the context requires) the principal amount outstanding for the time being of that loan.

Pledged Assets: any assets the subject of Security under the Security Documents

Potential Event of Default: any event or circumstance specified in clause 12.1 to clause 12.15 that would, on the giving of notice, expiry of any grace period or making of any determination under the Finance Documents, or satisfaction of any other condition (or any combination thereof), become an Event of Default.

Repayment Instalment: each scheduled instalment for the repayment of the Loan(s) pursuant to the Repayment Table.

Repayment Table: the schedule of payments as set out in Appendix 2.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Document: the Debenture in the agreed form, executed or to be executed by the Campaign Creator and Crowd2Fund Ltd

Sterling and £: the lawful currency of the UK.

User Terms: the terms and conditions (including, but not limited to, the privacy, equity, debt, rewards, donation, revenue share and website terms) of Crowd2Fund Limited, a private company limited by shares registered in England and Wales under registration number 08472687 and whose registered address is at 101, Westbourne Studio, 242 Acklam Road, London, W10 5JJ.

2.3 Interpretation

In this Loan Agreement:

(a) clause, Appendix and paragraph headings shall not affect the interpretation of this Loan Agreement;

(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 a time of day is to London time;

(i) a reference to writing or written includes fax and e-mail;

(j) an obligation on a party not to do something includes an obligation not to allow that thing to be done;

(k) a reference to a Finance Document (or any provision of it) or to any other agreement or document referred to in any Finance Document is a reference to that Finance Document, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of the Loan Agreement) from time to time,

(l) unless the context otherwise requires, a reference to a clause or Appendix is to a clause of, or Appendix to, this Loan Agreement and a reference to a paragraph is to a paragraph of the relevant Appendix;

(m) 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;

(n) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);

(o) a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;

(p) a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;

(q) a reference to a certified copy of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the party delivering the document;

(r) a reference to continuing in relation to an Event of Default means an Event of Default that has not been waived;

(s) a reference to determines or determined means, unless the contrary is indicated, a determination made at the discretion of the person making it;

(t) a reference to a disposal of any asset, undertaking or business includes a sale, lease, licence, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions); and

(u) 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.

2.4 The Appendices forms part of the Loan Agreement and shall have effect as if set out in full in the body of the Loan Agreement. Any reference to the Loan Agreement includes the Appendices.

2.5 Capitalised terms not otherwise defined herein shall have the meaning given in the User Terms.

3. PURPOSE

3.1 The Campaign Creator shall use all money borrowed under this Loan Agreement for the purpose as set out in the Campaign Creator's Campaign Description

3.2 The Lender is not obliged to monitor or verify how any amount advanced under this Loan Agreement is used.

4. DRAWING

4.1 Subject to clause 5, the Campaign Creator shall utilise the Facility on or around the execution of the Loan Agreement. The Loan shall be transferred to the Campaign Creator's Business Wallet from the Crowd2Fund Escrow Wallet on or around the date of the execution of the Loan Agreement.

5. CONDITIONS PRECEDENT

5.1 This clause 5 is inserted solely for the benefit of the Lender.

5.2 Save for where Crowd2Fund waives the requirement by giving written notice to the Campaign Creator, the Campaign Creator may not transfer the Loan from its Business Wallet to its bank account unless Crowd2Fund has received all the documents and evidence specified in Appendix 1.

5.3 The Lender's obligation to make the Loan is subject to the further conditions precedent that, on the date of the execution of this Loan Agreement:

(a) the representations and warranties in clause 10 are true and correct in all material respects and will be true and correct in all material respects immediately after the Lender has made the proposed Loan; and

(b) no Event of Default or Potential Event of Default is continuing or would result from the proposed Loan.

6. INTEREST

6.1 The Campaign Creator shall pay interest on the Loan at the rate stated in Appendix 2.

6.2 Interest shall accrue daily and shall be payable with each Repayment Instalment.

6.3 If the Campaign Creator does not pay a Repayment Instalment on or before the relevant repayment date as set out in the Repayment Table, it may be subject to a late repayment charge of 15% per annum of that Repayment Instalment. The late payment will be calculated on the number of days the delayed payment is made

7. COSTS

7.1 The Crowd2Fund Fees shall be deducted automatically upon the execution of the Loan Agreement.

7.2 The Campaign Creator shall pay any stamp, documentary and other similar duties and taxes to which the Finance Documents may be subject, or give rise and shall indemnify the Lender against any losses or liabilities that it may incur as a result of any delay or omission by the Campaign Creator in paying any such duties or taxes.

8. REPAYMENT

8.1 The Campaign Creator shall repay the Loan in full in the timeframe as set out in the Repayment Table and shall set up a direct debit to transfer the repayments to its Business Wallet.

8.2 If one of the Events of Default in clause 12 occur, the guarantor (where applicable) shall become jointly and severally liable with the Campaign Creator for the repayment of the Loan.

9. PAYMENTS

9.1 All payments made by the Campaign Creator under the Finance Documents shall be in Sterling and made by transferring to its Business Wallet the requisite funds via direct debit. The payment itself will automatically be taken, transferred and credited to the Lender's Wallet on the dates specified in the Repayment Table.

9.2 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.

9.3 All payments made by the Campaign Creator under the Finance Documents shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided that, if the Campaign Creator is required by law or regulation to make such deduction or withholding, it shall:

(a) ensure that the deduction or withholding does not exceed the minimum amount legally required;

(b) pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding;

(c) furnish to the Lender, within the period for payment permitted by the relevant law, either:

(i) an official receipt of the relevant taxation authorities concerned on payment to them of amounts so deducted or withheld; or

(ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and

(d) pay to the Lender such additional amount as is necessary to ensure that the net full amount received by the Lender after the required deduction or withholding is equal to the amount that the Lender would have received had no such deduction or withholding been made.

10. REPRESENTATIONS AND WARRANTIES

Save for where disclosed in the Campaign Description, the Campaign Creator represents and warrants to the Lender on the date of this Loan Agreement:

10.1 It:

(a) is a duly incorporated limited liability company validly existing under the laws of its jurisdiction of incorporation; and

(b) has the power to own its assets and carry on its business as it is being conducted.

10.2 It has the power and authority to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, deliver and perform the obligations set out in the Finance Documents and the transactions contemplated by them. No limit on its powers will be exceeded as a result of the borrowing or grant of the Security (if applicable) contemplated by the Finance Documents.

10.3 The entry into and performance by it of, and the transactions contemplated by the Finance Documents, do not and will not contravene or conflict with:

(a) its constitutional documents;

(b) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or

(c) any law or regulation or judicial or official order, applicable to it.

10.4 It has obtained all required authorisations to enable it to enter into, exercise its rights and comply with its obligations in the Finance Documents and to make them admissible in evidence in its jurisdiction of incorporation. All such authorisations are in full force and effect.

10.5 Its obligations under Finance Documents are legal, valid, binding and enforceable in accordance with their terms.

10.6 It is not necessary to file, record or enroll any Finance Document (other than the registration of the Security Document under the Companies Act 2006 (if applicable) and, in the case of real property registration at HM Land Registry with any court or other authority or pay any stamp, registration or similar taxes relating to any Finance Document or the transactions contemplated by any Finance Document.

10.7 No Event of Default or Potential Event of Default has occurred or is continuing, or is reasonably likely to result from making the Loan or the entry into, the performance of, or any transaction contemplated by the Finance Documents.

10.8 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on the Campaign Creator or to which any of its assets is subject which has or is reasonably likely to have a material adverse effect on its business, assets or condition or ability to perform its obligations under the Finance Documents.

10.9 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Campaign Creator's knowledge, threatened against it, any of its directors or any of its assets, which might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under the Finance Documents.

10.10 If applicable, its audited financial statements for its year end have been prepared in accordance with consistently applied accounting principles, standards and practices generally accepted in the UK and present a true and fair view of its financial condition and operations during the relevant accounting period and were approved by the Campaign Creator's directors in compliance with section 393 of the Companies Act 2006.

10.11 The information, in written or electronic format, supplied by, or on its behalf, to the Lender (including, without limitation, the Campaign Description) in connection with the Facility and the Finance Documents was, at the time it was supplied or at the date it was stated to be given (as the case may be)

(a) if it was factual information, complete, true and accurate in all material respects;

(b) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was fair and made on reasonable grounds; and

(c) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and

(d) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by, or on behalf of, the Campaign Creator to the Lender prior to the execution of the Loan Agreement.

10.12 If applicable, the Security Document creates (or once entered into, will create):

(a) valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and

(b) subject to registration under section 859A of the Companies Act 2006 and, in the case of real property registration at HM Land Registry, perfected Security over the assets expressed to be subject to security in it,

in favour of Crowd2Fund Ltd as nominee for the each of the Lenders, having the priority and ranking expressed to be created in the Security Document and ranking ahead of all (if any) Security and rights of third parties except those preferred by law.

10.13 Each of the representations and warranties in this clause 10 is deemed to be repeated by the Campaign Creator on:

(a) the date of the execution of the Loan Agreement;

(b) the date that the Loan is actually transferred from the Business Wallet to the Campaign Creator's bank account; and

(c) each date immediately succeeding the date on which interest is paid under the Loan Agreement,

by reference to the facts and circumstances existing on each such date.

11. COVENANTS

The Campaign Creator covenants with the Lender that, as from the date of this Loan Agreement until all its liabilities under the Finance Documents have been discharged:

11.1 It will deliver to the Crowd2Fund all the information required by the User Terms.

11.2 It will promptly, after becoming aware of them, notify Crowd2Fund of any litigation, arbitration or administrative proceedings or claim of the kind described in clause 10.9. Crowd2Fund will then notify the Lender(s).

11.3 It will promptly obtain all consents or authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability and admissibility in evidence of the Finance Documents in its jurisdiction of incorporation.

11.4 It will procure that any of its unsecured and unsubordinated obligations and liabilities under the Finance Documents rank, and will rank, at least pari passu in right and priority of payments with all its other unsecured and unsubordinated obligations and liabilities, present or future, actual or contingent, except for those obligations and liabilities mandatorily preferred by law of general application to companies.

11.5 It will comply, in all respect, with all laws, if failure to do so has or is likely to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under the Loan Agreement.

11.6 It will notify the Crowd2Fund of any Potential Event of Default or Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence. Crowd2Fund shall then notify the Lender(s).

11.7 It will carry on and conduct its business in a proper and efficient manner and will not make any substantial change to the general nature or scope of its business as carried on at the date of the Loan Agreement or as detailed in the Campaign Description.

11.8 It will not create, or permit to subsist, any Security on or over any of its Pledged Assets other than Security created pursuant to the Security Document;

11.9 It will not sell, assign, lease, transfer or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, its assets other than:

- (a)** trading stock in the ordinary course of its business; and
- (b)** assets exchanged for other assets comparable or superior as to type, value and quality.

12. EVENTS OF DEFAULT

Each of the events or circumstances set out in this clause 12 (other than clause 12.17) is an Event of Default.

12.1 The Campaign Creator fails to pay within 90 days of a Repayment Date any sum payable by it under any Finance Document, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within five (5) Business Days of its due date.

12.2 The Campaign Creator fails (other than by failing to pay), to comply with any provision of any Finance Document and such default is not remedied within five (5) Business Days of the earlier of:

(a) the Lender and/or Crowd2Fund notifying the Campaign Creator of the default and the remedy required;

(b) the Campaign Creator becoming aware of the default.

12.3 Any representation, warranty or statement made, repeated or deemed made by the Campaign Creator in, or pursuant to any Finance Document is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

12.4 If:

(a) any Borrowed Money is not paid either when due or if later, within any originally applicable grace period (for the avoidance of doubt, this includes any loans that the Campaign Creator has made through the Crowd2Fund Website); or

(b) any Borrowed Money becomes due, or capable or being declared due and payable prior to its stated maturity by reason of an event of default (howsoever described);

(c) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Campaign Creator by reason of an event of default (howsoever described); or

(d) any creditor of the Campaign Creator becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (howsoever described).

12.5 The Campaign Creator stops or suspends payment of any of its debts, or is unable to, or admits in writing its inability to, pay its debts as they fall due.

12.6 The value of the Campaign Creator's assets is less than its liabilities (taking into account contingent and prospective liabilities).

12.7 A moratorium is declared in respect of any Indebtedness of the Campaign Creator.

12.8 Any action, proceedings, procedure or step is taken for:

(a) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Campaign Creator; or

(b) the composition, compromise, assignment or arrangement with any creditor; or

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Campaign Creator or any of its assets; or

(d) the enforcement of any Security over any assets of the Campaign Creator.

12.9 The Campaign Creator commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).

12.10 Any event occurs in relation to the Campaign Creator similar to those in clause 12.6 to clause 12.9 (inclusive) under the laws of any applicable jurisdiction.

12.11 A distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued on, or against, the Campaign Creator's assets.

12.12 Any provision of any Finance Document is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect due to the fault of the Campaign Creator.

12.13 The Campaign Creator repudiates or evidences an intention to repudiate any Finance Document.

12.14 The Campaign Creator suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business.

12.15 Any event occurs (or circumstances exist) which, in the reasonable opinion of the Crowd2Fund, has or is likely to materially and adversely affect the Campaign Creator's ability to perform all or any of its obligations under, or otherwise comply with the terms of, any Finance Document.

12.16 The Campaign Creator's Account with Crowd2Fund is terminated for any reason.

12.17 At any time after an Event of Default has occurred which is continuing, the Lender and/or Crowd2Fund (acting as agent under the authority of each of the Lenders) may, by notice to the Campaign Creator:

(a) cancel all outstanding obligations of the Lender under the Loan Agreement whereupon they shall immediately be cancelled; and/or

(b) declare that the Loan (and all accrued interest and all other amounts outstanding under the Finance Documents) is immediately due and payable, whereupon they shall become immediately due and payable; and/or

(c) declare that the Loan be payable on demand, whereupon it shall become immediately payable on a written demand given by the Lender and/or Crowd2Fund;

(d) automatically transfer (unless the Lender notifies Crowd2Fund otherwise), by novation, all the rights and obligations under the Loan Agreement, to the extent that the Loan contains only unsecured debt, to Crowd2Fund Ltd; and/or

(e) declare the Security Document to be enforceable.

13. CALCULATIONS, ACCOUNTS AND CERTIFICATES

13.1 Any interest, commission or fee under any Finance Document shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days.

13.2 The Lender shall maintain accounts evidencing the amounts owed to it by the Campaign Creator, in accordance with its usual practice. Entries in those accounts shall be prima facie evidence of the existence and amount of the Campaign Creator's obligations as recorded in them.

14. AMENDMENTS, WAIVERS AND CONSENTS AND REMEDIES

14.1 No amendment of any Finance Document shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative or agent (including Crowd2Fund)).

14.2 A waiver of any right or remedy under any Finance Document or by law, or any consent given under any Finance Document, 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.

14.3 A failure or delay by a party to exercise any right or remedy provided under any Finance Document 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 any Finance Document. No single or partial exercise of any right or remedy provided under any Finance Document or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm any Finance Document by the Lender shall be effective unless it is in writing.

14.4 The rights and remedies provided under the Finance Documents are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

15. SEVERANCE

If any provision (or part of a provision) of any Finance Document is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of the Finance Documents

16. COUNTERPARTS

16.1 Each Finance Document may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

16.2 No counterpart shall be effective until each party has executed at least one counterpart.

17. THIRD PARTY RIGHTS

17.1 Save for Crowd2Fund (where it has been duly authorised in whatever capacity), a person who is not a party to the Loan Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Loan Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18. NOTICES

18.1 Any notice or other communication given to a party under or in connection with any Finance Document shall be:

- (a)** in writing,
- (b)** delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax or email; and
- (c)** sent to an address, fax number or email address as notified between the Campaign Creator and the Lender(s) from time to time.

18.2 Any notice or other communication that the Lender gives to the Campaign Creator under or in connection with, any Finance Document shall be deemed to have been received:

- (a)** if delivered by hand, at the time it is left at the relevant address;
- (b)** if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting;
- (c)** if sent by fax, when received in legible form; and
- (d)** if sent by email, at the time of transmission.

18.3 A notice or other communication given as described in clause 18.2(a), 18.2(c) or 18.2(d) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

18.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

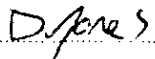
19. GOVERNING LAW AND JURISDICTION

19.1 The Loan Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim that arises out of, or in connection with the Loan Agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed by BARNABY JOHN COOK
as director of EVERSMART LTD in the
presence of.

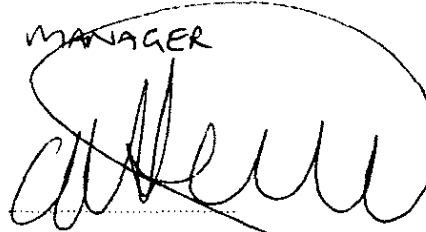


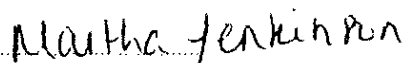
Witness Signature: 

Name of witness: DAN JONES
Address of witness: 28 SPAWELL CLOSE, WARRINGTON, WAZ2TF

Occupation of witness OPERATIONS MANAGER

Executed by CHRIS HANCOCK, acting
as director on behalf CROWD2FUND
LIMITED, acting as authorised agent
for the LENDERS in the presence of:



Witness Signature: 

Name of witness: MARTHA JENKINSON
Address of witness: JASMINE WITAGE CUB 36P.

Occupation of witness RISK ANALYST.

Appendix 1 - Conditions Precedent

1. CONSTITUTIONAL DOCUMENTS

- 1.1 A copy of the resolutions duly passed by the Campaign Creator's board of directors:
- (a) approving the entry into, and terms of, and transactions contemplated by the Finance Documents and resolving that the Campaign Creator executes the Finance Documents;
 - (b) authorising a specified person or persons to execute the Finance Documents on its behalf, to give notices and take all other action in connection with the Finance Documents; and
 - (c) confirming that entry into the Finance Documents is in the commercial interests of the Campaign Creator (stating the reasons for such conclusion).
- 1.2 If applicable, a copy of a resolution signed by all the requisite holders of the issued shares in the Campaign Creator, approving Finance Documents and/or amending the articles of association.
- 1.3 A certificate signed by a director of the Campaign Creator confirming that borrowing the Loan or granting security would not mean any borrowing or security limit (or similar limit binding on the Campaign Creator) would be exceeded.
- 1.4 A certificate signed by a director of the Campaign Creator, certifying that each copy document relating to it that it has provided under paragraph 1 of this Appendix 1, is correct, complete and in full force and effect at a date no earlier than the date of the Loan Agreement.

2. FINANCE DOCUMENTS

- 2.1 Each of the Finance Documents (where applicable), duly executed by the Campaign Creator.
- 2.2 If applicable, each notice required to be sent under the Security Document executed by the Campaign Creator.
- 2.3 Completed form MR01 in respect of the Security Document (if applicable).

3. OTHER DOCUMENTS AND EVIDENCE (WHERE APPLICABLE)

- 3.1 All title deeds (including leases) relating to each of the properties subject to a charge/mortgage.
- 3.2 A report on title to each property
- 3.3 A copy of the valuation, duty of care agreement, appointment of the managing agent, environmental report, VAT certificate.
- 3.4 A certified copy of each insurance policy relating to the assets subject to the security created by the Security Document.

- 3.5 All other documents of title to be provided under the Security Document.
- 3.6 A certified copy of any other authorisation, document, opinion or assurance which the Lender considers necessary for entering into the Finance Documents, providing the Loan or to make the Finance Documents valid and enforceable.
- 3.7 Provision of all information required by the Lender to enable it to comply with all "know your customer" or similar identification procedures under all applicable laws and regulations.
- 3.8 Evidence that the costs and expenses then due from the Campaign Creator pursuant to clause 7 have been paid or will be paid by the drawdown date.
- 3.9 Other, for example, deeds of release (evidence that any secured assets are free from encumbrances), legal opinions.

Appendix 2 – Additional Terms

The following shall constitute terms of the Loan Agreement:

Interest Rate

The Campaign Creator shall pay interest on the Loan at a gross rate of 12% per annum.

The Campaign Creator will have an option to pay back high interest rate lenders early. This overpayment must be over and above the monthly agreed amount to be repaid.

Repayment Term and Table

The Loan created pursuant to this Loan Agreement shall be repaid over a term of 2 years.

The Repayment Instalments for the Loan shall be paid monthly with the capital and the interest being repaid in equal instalments in accordance with the below Repayment Table.

The total loan raised is £120,406.94

	Payment Date	Payment Amount	Remaining Balance
1	11/08/2017	£5,667.97	£115,943.04
2	11/09/2017	£5,667.97	£111,434.49
3	11/10/2017	£5,667.97	£106,880.87
4	11/11/2017	£5,667.97	£102,281.70
5	11/12/2017	£5,667.97	£97,636.55
6	11/01/2018	£5,667.97	£92,944.94
7	11/02/2018	£5,667.97	£88,206.42
8	11/03/2018	£5,667.97	£83,420.51
9	11/04/2018	£5,667.97	£78,586.74
10	11/05/2018	£5,667.97	£73,704.63
11	11/06/2018	£5,667.97	£68,773.71
12	11/07/2018	£5,667.97	£63,793.47
13	11/08/2018	£5,667.97	£58,763.43
14	11/09/2018	£5,667.97	£53,683.10
15	11/10/2018	£5,667.97	£48,551.95
16	11/11/2018	£5,667.97	£43,369.50
17	11/12/2018	£5,667.97	£38,135.22
18	11/01/2019	£5,667.97	£32,848.60
19	11/02/2019	£5,667.97	£27,509.12
20	11/03/2019	£5,667.97	£22,116.23
21	11/04/2019	£5,667.97	£16,669.42
22	11/05/2019	£5,667.97	£11,168.15
23	11/06/2019	£5,667.97	£5,611.85
24	11/07/2019	£5,667.97	£0.00

Appendix 3 – Lenders

Name	Surname	Amount
Obinna	Aboh	£124.74
Benjamin	Alford	£500.00
Lee	Alldis	£320.00
Paul	Barnes	£1,200.00
Xavier	Bégel	£101.84
Edward	Bennett	£1,000.00
Carol	Bindon	£500.00
Mark	Blake	£100.00
Andrew	Boast	£100.00
Samy	Bounoua	£185.84
David	Bracken	£800.00
Thomas	Brett	£1,000.00
Andrew	Brown	£500.00
Frank	Butler	£150.00
Richard	Campbell	£100.00
Carlo	Castrica	£845.00
Emmanuel	Charles Kamala Sekaran	£262.88
Nicholas	Charlton	£227.25
Anthony	Cleare	£300.00
Leslie	Cloughley	£310.00
Patrick	Collins	£500.00
Matthew	Cosier	£1,000.00
Vladimira	Cosier	£1,000.00
Adrian	Cottam	£100.00
Bryan	Cox	£1,800.00
DAVID	COX	£800.00
Bernard	Currie	£145.03
Alan	Daniells	£250.00
Dawn	Dare	£500.00
Kirsten	Daswani	£3,997.58
Nanik	Daswani	£918.77
Mark	Davies	£223.75
Gareth	Davis	£359.20
Andrea	De Simone	£150.00
Christopher	Deane	£600.00
MALCOLM	DINNEEN	£250.00
Ben	Dishman	£1,000.00
Carl	Dixon	£200.00
Ligia	Edmondson	£2,000.00
Barry	Elliott	£500.00

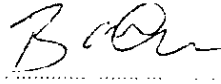
Lillian	Elvin	£1,000.00
Gareth	Evans	£500.00
Robert	Fellows	£3,609.11
Ian	Ferguson	£200.00
Michael	Fischer	£2,000.00
norman	fitchett	£100.00
John	FitzPatrick	£100.00
soo chye	foo	£1,000.01
Matthew	Furniss	£1,000.00
Theresa	Fyfe	£400.00
Marta	Garcia Fiñana	£200.00
Russell	Garton	£500.00
John	Golding	£100.00
Martin	Goode	£1,000.00
Steven	Gowrie	£100.00
Tony	Gregory	£100.00
Martin	Hall	£437.06
Chris	Hancock	£200.00
Haggis	Harris	£350.00
David	Hilton	£200.00
Tatiana	Hirschler	£226.26
Margaret	Hogg	£1,000.00
Mark	Hooper	£100.00
Alan	Horncastle	£100.00
Christopher	Hubble	£700.00
Evelyn	Hulse	£100.00
Philip	Hunter	£200.00
KIU HONG	IP	£2,000.00
Eric	Jackson	£100.00
Garry	Jackson	£100.00
Iuliia	Jackson	£500.00
Yaser	Javed	£2,000.00
Mark	Jones	£690.00
Anne	Joyce	£1,000.00
Yogesh	Kannayya	£100.00
Ioannis	Karagiannis	£200.00
Maksim	Kemel	£250.00
Daniel	Kennedy	£209.14
Nimit	Khamar	£300.00
Ranjeev	Khosla	£100.00
Jeremy	Killen	£200.00
Paul	King	£1,500.00

John	Kingsbury	£453.20
Joanne	Kitson	£120.00
Zbynek	Kubis	£250.00
Julia	Lang	£300.00
Hon	Lee	£106.44
michael	lee	£100.00
Judith	Leja	£1,506.00
CHRISTINE	LEWIS	£100.00
Christopher	Lillywhite	£500.00
Karl	Liriano	£1,000.00
thomas	lovely	£500.00
Ian	MacKean	£134.00
Sylvia	MacKean	£263.00
Golnar	Malek	£1,325.00
Domenico	Mangieri	£1,865.39
Stephen	Manton	£200.00
Tim	Marrison	£100.00
Chris	Marsden	£577.00
Olga	Maunsell	£200.00
Charlotte	May	£250.00
Gillian	McGill	£2,000.00
Patrick	McGill	£2,000.00
Anthony	McLaughlan	£1,100.00
Aaron	McRae	£278.00
Alan	Mead	£200.00
Mohammed	Meharban	£500.00
Leslie	Merrison	£100.00
Margaret	Merrison	£100.00
Chris	Millen	£100.00
David	Miller	£1,000.00
Paul	Mills	£206.81
Alex	Misick	£400.00
Thomas	Moult	£3,000.00
James	Mundie	£485.00
ALAN	MURRAY	£200.00
John	Nellaney	£500.00
Fabio	Nicodemi	£893.00
Keith	Norton	£142.08
Angela	O'Brien	£400.00
Gerard	O'Brien	£289.71
Xiaoyue	Pan	£300.00
Brian	Paterson	£400.00

Susan	Payne	£100.00
William	Pearson	£200.00
Simon	Pellew	£1,000.00
Christopher	Phillips	£500.00
Ailsa	Phillipson	£2,219.82
Gregor	Pirrie	£1,100.00
Rob	Powell	£500.00
Chris	Price	£400.00
Gaurav	Prinja	£300.00
Rupert	Pryce	£200.00
Gillian	Rainey	£260.00
Medhanand	Ramkhelawon	£100.00
Nicholas	Reynolds	£300.00
Linda	Riley	£1,600.00
Howard	Rippiner	£100.00
Keith	Rolfe	£1,000.00
Michael	Salter	£712.00
Manuel alberto Gil	Santo	£100.00
Mike	Sastry	£200.00
Andrew	Scales	£1,000.00
Caroline	Scales	£250.00
Mark	Screeton	£204.06
Ben	Shave	£215.00
Xiaohong	Shi	£200.00
Joseph	Simms	£123.35
Piotr	Sochocki	£1,000.00
Jay	Solder	£1,000.00
Linda	Staves	£600.00
Edward	Sussex	£5,000.00
John	Swinburne	£550.00
David	Talbot	£169.56
Darryl	Thomson	£219.00
Andrew	Tolley	£500.00
William	Towers	£300.00
Victor	Toy	£4,000.00
Cara	Trimarco	£174.00
Andrew	Twitchell	£170.00
Alan	Veal	£600.00
Mark	Walsh	£508.03
Tobias	Walsh	£300.00
Daniel	Wang	£8,000.00
Simon	Watt	£202.47

David	Webster	£124.46
Lisa	Wells	£1,000.00
Robert	Whytehead	£2,000.00
Jennifer	Wilkinson	£100.00
Marcus	Wilkinson	£100.00
Alan	Williamson	£5,500.00
Mark	Wiseman	£100.00
Jonathan	Woodcock	£500.00
Luan	You	£188.00
Igor	Zotkin	£479.10

Executed by BARNABY JOHN COOK,
as director of EVERSMART LTD in the
presence of.

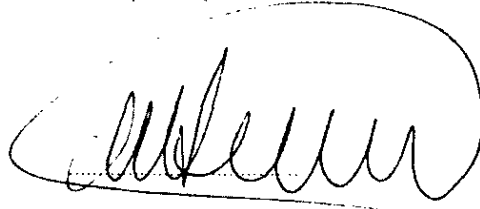


Witness Signature.



Name of witness DAN JONES
Address of witness 28 SPAWELL CLOSE, LOWTON
WARRINGTON WA3 2TF
Occupation of witness OPERATIONS MANAGER

Executed as a deed by
CROWD2FUND LTD as trustee for
each Lender acting by **CHRIS**
HANCOCK, a director, in the presence
of.



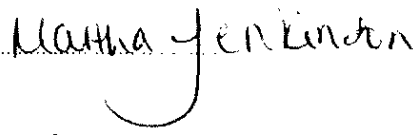
Director

Witness Signature: 

Witness Name: MARTHA JENKINSON
Witness Address JASMINE COTTAGE, CUL 3EP.
Witness Occupation: RISK ANALYST.

Executed as a deed by
CROWD2FUND LTD as attorney for
each Lender acting by **CHRIS**
HANCOCK, a director, in the presence
of

Director

Witness Signature: 

Witness Name: MARTHA JENKINSON
Witness Address: JASMINE COTTAGE, CUL 3EP.
Witness Occupation: RISK ANALYST.