



Registration of a Charge

Company Name: **RAW DRAINAGE LTD**

Company Number: **14824493**



XCECPMUI

Received for filing in Electronic Format on the: **17/10/2023**

Details of Charge

Date of creation: **03/10/2023**

Charge code: **1482 4493 0001**

Persons entitled: **KEVIN ROBERT RUSSELL**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BOWSERS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14824493

Charge code: 1482 4493 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2023 and created by RAW DRAINAGE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2023 .

Given at Companies House, Cardiff on 19th October 2023

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated

3rd October

2023

MR. K. R. RUSSELL

and

RAW DRAINAGE LIMITED

Debenture

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THIS DEBENTURE is made as a deed on 3rd October 2023

PARTIES

(1) RAW DRAINAGE LTD (COMPANY NUMBER 14824493) WHOSE REGISTERED OFFICE IS UNIT 10, CHETTISHAM BUSINESS PARK, LYNN ROAD, CHETTISHAM, ELY CB6 1RY (BORROWER)

(2) KEVIN ROBERT RUSSELL OF 7B MAIN STREET, LITTLE THETFORD, CAMBRIDGE CB6 3HA (LENDER)

RECITALS

(A) THE LENDER HAS AGREED TO PROVIDE THE BORROWER WITH A LOAN OF £500,000 BEING THE FRANCHISE PURCHASE PRICE LOAN OF £400,000 AND THE WORKING CAPITAL LOAN OF £100,000.

(B) UNDER THIS DEED, THE BORROWER PROVIDES SECURITY TO THE LENDER FOR THE LOAN FACILITIES MADE AVAILABLE UNDER THE FACILITY AGREEMENT.

Under this Deed, the Borrower provides security by way of Debenture over its assets to the Lender for the payment by the Borrower of the Deferred Payment.

AGREED TERMS

1. Definitions and interpretation

In this Deed, unless otherwise provided:

Charged Assets: means all the Land, assets, goodwill and undertakings of the Company present or future for the time being subject to the security interests created by this Deed ;

Completion Date: the date of this Deed;

Default Rate: 4.5% per annum;

Encumbrance:	means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;
Event of Default:	any event or circumstance listed in Schedule 2;
Insurance:	means each contract or policy of insurance to which the Company is a party or in which it has an interest (including those listed in Schedule 1;
Intellectual Property:	means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Company is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;
Land:	means any right or interest in or over land wherever situated, including without

limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company or in which the Company holds an interest;

Receiver:

means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appoint such administrative receiver);

Secured Liabilities:

all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent, as principal or surety or in any other capacity, under or in connection with the SPA or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities;

Securities:

means all right, title and interest of the Company, now or in the future, in any:

stocks,

shares,

instruments creating, or
acknowledging any debt or other securities
issued by any person; and

Security Period: the period starting on the date of this deed
and ending on the day on which the Secured
Liabilities have been unconditionally and
irrevocably discharged in full;

SPA

Unless the context otherwise requires:

each gender includes the other;

the singular and the plural are interchangeable;

references to clauses and Schedules mean to clauses or Schedules of this Deed;

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;

references to persons include individuals, unincorporated bodies, government
entities, companies and corporations;

including means including without limitation and general words are not limited by
example;

clause headings do not affect their interpretation;

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

a reference to continuing in relation to an Event of Default means an Event of Default
that has not been remedied or waived;

references to legislation include any modification or re-enactment thereof before the
date of this Deed but exclude any re-enactment or modification after the date
of this Deed to the extent they make any party's obligations more onerous;
and

writing includes manuscript and facsimiles.

2. Company's obligation to pay

2.1 The Company covenants with the Lender that it will:

2.1.1 pay and discharge to the Lender, into the account as the Lender may specify in writing to the Company, their respective proportion of the Secured Liabilities on written demand from the Lender when due in accordance with the terms of the Loan Agreement; and

2.1.2 in default pay interest (if demanded) to the Lender, into the account as the Lender may specify to the Company upon the Secured Liabilities (both before and after any judgment) at the Default Rate until such Secured Liabilities are paid and discharged in full.

2.2 The making of one demand under this Deed will not stop the Lender making any further demands.

2.3 The Lender will not make any demand unless it is entitled to do so.

3. Creation of security

3.1 As continuing security for the payment and discharge of the Secured Liabilities the Company charges to the Lender with full title guarantee:

3.1.1 by way of first legal mortgage all Land now owned by the Company;

3.1.2 by way of first fixed charge:

any right, title or interest which the Company has now or acquires in the future to any Land;

the assets set out in Schedule 1; and

3.1.3 by way of first floating charge the Company's bank accounts and other assets not otherwise effectively charged by clauses 3.1.1 and 3.1.2.

3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1.3 .

4. Crystallisation

4.1 The floating charge created by clause 3.1.1 will crystallise into a fixed charge:

4.1.1 by notice in writing given by the Lender to the Company at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no

Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company;

4.1.2 automatically and instantly without notice if the Company resolves, without the Lender's prior written consent, to take or takes any step to:

- (a) create an Encumbrance over any or all of the Charged Assets;
- (b) create a trust over any or all of the Charged Assets; or
- (c) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Company's business;

4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or

4.1.4 automatically and instantly without notice if any Event of Default occurs.

4.2 Any Charged Asset acquired by the Company 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 Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge.

4.3 Any charge by the Company that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Company, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company.

5. Company's representation and warranties

5.1 The Company represents and warrants to the Lender as follows:

5.1.1 Ownership: The Company is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed and the Encumbrances as registered at Companies House on the Completion Date.

5.1.2 Adverse claims and covenants: The Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests, rights or other matters which may materially adversely affect the Charged Assets.

5.1.3 Breach of law or regulation: The Company has at all times complied in all respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets.

5.1.4 Third Party Rights: The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets other than the terms of those charges as registered at Companies House on the Completion Date.

5.1.5 Overriding interests: Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land.

5.1.6 Liquidation or administration: No Encumbrance expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise.

5.2 The Company repeats the representations and warranties in clause 5 above on each day during the Security Period.

6. Company's undertakings and covenants

6.1 The Company covenants not to, without the prior written consent of the Lender:

6.1.1 (except in the case of assets charged by way of floating charge only which the Company may deal with in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;

6.1.2 create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;

6.1.3 permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Deed;

6.1.4 cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lender;

6.1.5 do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets or create any subsidiaries.

6.2 The Company covenants that it will, unless in any case, the Lender has given its written consent otherwise:

6.2.1 carry on its business properly and efficiently and not materially change how it conducts its business;

6.2.2 supply to the Lender within the stated periods:

(a) a copy of its audited accounts, for the last financial period within one week of approval and signature by the board of directors of the Company;

(b) Upon written request to provide a copy of the Company's management accounts within three weeks of the end of each month of the Company's financial year (provided that the Company and the Lender acknowledge and agree that the first set of management accounts following the date of this Deed shall be supplied by the Company to the Lender six weeks from the date of this Deed);

(c) not later than 60 days after the end of each financial year (or such other period as the Lender may at any time specify in writing), copies of an audited profit and loss account and balance sheet, with all the reports and notes required to be attached to them, in the form required by law to be sent to its members in respect of the Company;

(d) such other information relating to the Company's business, assets and liabilities as the Lender may reasonably require;

6.2.3 notify the Lender in writing of any breach of this Deed immediately on it becoming aware of such breach;

6.2.4 immediately notify the Lender of the acquisition of any Land;

6.2.5 within 10 days of the Completion Date, give notice to:

- (a) any contracting party to an agreement to be assigned to the Lender of the Lender's interest in such agreement and procure that such contracting party acknowledge the Lender's interest; and
 - (b) any bank or financial institution, with whom the Company holds an account, of the Lender' interest in such account and procure that such bank or financial institution acknowledge the Lender's interest;
- 6.2.6 get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 4, on receipt pay all monies received in respect of such assets into its Bank account;
- 6.2.7 in relation to the Land part of the Charged Assets observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair;
- 6.2.8 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment forming part of the Charged Assets in good working order and condition;
- 6.2.9 in relation to the Intellectual Property, observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences;
- 6.2.10 institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply money from such proceedings in discharge of sums due to the Lender;
- 6.2.11 at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers approved by the Lender against risks normally insured for assets of that type/against such risks as the Lender requests in the name of the Company or, at the Lender's request, the joint names of the Company and the Lender;
- 6.2.12 punctually pay all insurance premiums, have the Lender' interest noted on the policy at the Lender's request, and produce the insurance documents including any receipt on request of the Lender and apply moneys received from insurance in discharge of its obligations under this Deed. If the

Company does not maintain insurance, the Lender may do so at the Company's expense;

6.2.13 punctually pay and indemnify the Lender against, all moneys due in respect of the Charged Assets;

6.2.14 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Company will immediately consult the Lender and make or join the Lender in making such representations as the Lender may request;

6.2.15 deposit with the Lender or its nominee all deeds and documents of title relating to all land, buildings and other real property belonging to the Company and insurance policies relating thereto, all certificates and documents of title relating to the Securities and such blank documents, signed by the registered holder, as the Lender may request to perfect or vest in itself its title to the Securities and all other documents relating to the Charged Assets as the Lender may request; or

7. Liability of Company

7.1 The Company's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:

7.1.1 the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender;

7.1.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

7.1.3 any other act or omission (except where such act or omission is the Lender's act or omission) which but for this provision might have discharged or otherwise prejudiced the liability of the Company.

7.2 The Company may not require the Lender to:

7.2.1 enforce any security or other right;

7.2.2 claim any payment from; or

7.2.3 otherwise proceed against any other person before enforcing this Deed against the Company.

8. Enforcement

8.1 The Lender may enforce this Deed at any time after:

8.1.1 written demand being made in accordance with clause 0 of this Deed by the Lender for payment of any of the Secured Liabilities;

8.1.2 the occurrence of an Event of Default;

8.1.3 the floating charge has crystallised under clause 4.1;

8.1.4 the Company is in material and persistent breach of its covenants and undertakings as set out in clause 6 of this Deed and such breach continues for 5 Business Days after written notice has been given by the Lender to the Company requiring the remedy thereof; or

8.1.5 there has occurred any other event which has jeopardised the security created by this Deed.

8.2 After the security constituted by this Deed has become enforceable:

8.2.1 all dividends and other distributions paid in respect of the Securities and received by the Company shall be held by the Company on trust for the Lender; and

8.2.2 all voting and other rights and powers attaching to the Securities may be exercised by, or at the direction of, the Lender and the Company shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in their absolute discretion, concerning the exercise of those rights and powers.

9. Appointment, powers and removal of receivers

9.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

9.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 3.

9.3 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any person or persons to be a Receiver or

Receivers of all or any part of the Charged Assets or to be an administrator or administrators of the Company. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).

9.4 The Lender may determine the remuneration of the Receiver.

9.5 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed Receiver continues to act or not.

9.6 The Receiver will be the agent of the Company and the Company will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Company goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.

9.7 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Company:

9.7.1 to carry on or join with any person in carrying on any business (whether or not carried on by the Company before the appointment of the Receiver);

9.7.2 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;

9.7.3 to grant options, licences or any other tenancies whatsoever in relation to the Charged Assets;

9.7.4 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;

9.7.5 to exercise any voting rights appertaining to the Company;

9.7.6 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and

9.7.7 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same.

9.8 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

9.9 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

10. Powers of sale, leasing etc

10.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 9.

10.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Company or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable.

10.3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.

10.4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

10.5 The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any moneys paid to or by the direction of the Lender or the Receiver.

10.6 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

11. New accounts

11.1 On receiving notice that the Company has encumbered or disposed of any of the Charged Assets the Lender may rule off the Company's account and open a new account in the name of the Company.

11.2 If the Lender do not open a new account on receipt of a notice as from that time all payments made to the Lender will be treated as if they had been credited to a new account and will not reduce the amount owing from the Company at the time when the notice was received.

12. Power of attorney

12.1 The Company irrevocably and by way of security appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Deed, or which the Lender in their sole opinion may consider necessary or desirable for perfecting the Lender's title to any of the Charged Assets or enabling the Lender or the Receiver to exercise any of its or his rights or powers under this Deed.

12.2 The Company will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

13. Application of moneys received

13.1 Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

13.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;

13.1.2 in or towards satisfaction of the Secured Liabilities; and

13.1.3 as to the surplus, if any, to the person or persons entitled to it.

13.2 The Lender may, in their absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and

keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

14. Indemnity

14.1 The Company will indemnify the Lender against all and any costs, charges and expenses arising:

14.1.1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Company or the Lender or the Receiver infringing or allegedly infringing any third party rights; and

14.1.2 in relation to any proceedings referable to the Company brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the claimant or defendant that relate to any of the Charged Assets.

14.2 The Company agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Company.

14.3 The Company indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any steps taken by the Lender which they consider necessary or desirable to remedy the default or make good its effects in whole or in part following any delay or failure of the Company in complying with clause 6 (or any of the Company's other obligations under this Deed) or any law, regulation, directive or code of practice applicable to the Company or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.

14.4 Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Deed shall include:

14.4.1 all reasonable costs incurred by the Lender and the beneficiaries in perfecting the security created by this Deed;

14.4.2 all reasonable costs, whether or not allowable on a taxation by the courts, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities;

14.4.3 all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed;

14.4.4 all costs and losses arising from any default by the Company in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Deed; and

14.4.5 all administrative charges of the Lender based on time spent by its employees and agents in connection with the affairs of the Company.

14.5 Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue daily at the Default Rate and be paid quarterly in the same way as the Deferred Payment, on the Deferred Payment Dates.

14.6 Money received or held by the Lender pursuant to this Deed may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency.

15. Release

15.1 Subject to clause 15.2 below, the Lender will, at the request and cost of the Company, execute all documents as the Company may reasonably require to release the Charged Assets from the security constituted by this Deed.

15.2 Any release, discharge or settlement between the Lender and the Company will be conditional upon no payment or security received by the 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 and, notwithstanding any such release, discharge or settlement:

15.2.1 the Lender will be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Lender may deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

15.2.2 the Lender will be entitled to recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.

16. Continuing security

The security constituted by 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 Lender discharges this Deed in writing.

17. Further security

The Company will on the demand of the Lender execute and deliver to the Lender at the cost of the Company any document that the Lender reasonably requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this Deed or to vest title to any of the Charged Assets in the Lender or any purchaser.

18. Miscellaneous

18.1 Survival

Notwithstanding termination of this Deed, any provisions which have not been fully implemented or performed remain in full force and effect and will continue to bind, and to be enforceable against the relevant party and will not be extinguished or affected by any other event or matter except a specific and duly authorised written waiver or release of the other party to this Deed.

18.2 Variation

Variations to this Deed will only have effect when agreed in writing by the parties' authorised representatives.

18.3 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

18.4 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

18.5 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent.

18.6 Further assurance

Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Deed.

18.7 Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

18.8 Assignment and subcontracting

18.8.1 The Lender may:

- (a) assign any of its rights under this Deed; and
- (b) disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee.

18.8.2 The Company may not assign any of its rights or transfer any rights or obligations under this Deed.

18.9 Entire agreement

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements and understandings relating to the Secured Liabilities whether written or oral.

18.10 Succession

This Deed will benefit the Lender's successors and assignees.

18.11 Counterparts

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original but all counterparts will together constitute one deed.

19. Notices

19.1 Any notice to be given under or in connection with this Deed, including a demand for payment from the Lender, shall be:

- 19.1.1 in writing and in English;
- 19.1.2 signed by or on behalf of the party giving it; and

19.1.3 sent to the relevant party for the attention of the contact and to the address specified in clause 19, or such other contact and address as that party may notify to the other party from time to time.

19.2 Notices under this Deed will be deemed received:

19.2.1 by first-class post: two Business Days after posting; or

19.2.2 by airmail: seven Business Days after posting;

19.2.3 by hand: on delivery; and

19.2.4 by email: on receipt of a read return mail from the correct address

19.3 Notices will be sent:

19.3.1 to the Company at its registered office address; and

19.3.2 to the Lender at: 7B Main Street Little Thetford Cambridge CB6 3HA

20. Confidential Information

20.1 Neither party will, without the other's prior written consent, disclose the existence or terms of this Deed save to the extent that such disclosure is required by any applicable law, regulation, court order or by any professional advisor who is bound by professional rules of confidentiality.

20.2 This clause 20 will remain in force for a period of twelve (12) years from termination of this Deed.

21. Governing law and jurisdiction

21.1 This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of this agreement.

Schedule 1 - Assets charged by way of fixed charge

- i) All shares held by the Company or any Group Company.
- ii) All or any stocks, shares (other than those described in paragraph i) above), bonds and securities of any kind (marketable or otherwise), negotiable instruments, warrants, loan notes and any other financial instruments held by the Company.
- iii) All dividends, allotments, options, bonuses, rights issues, offers, benefits and advantages accruing, arising or offered in respect of the shares and investments described in paragraphs i) and ii) above.
- iv) All fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment of the Company and the benefit of any agreements, licences and warranties in respect thereof.
- v) All book debts of the Company arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts.
- vi) All debts and moneys due or payable to the Company except those referred to in paragraph v) above including all amount standing credit of the Company's bank accounts whether such bank account is with the Lender or a third party.
- vii) All Intellectual Property belonging to the Company.
- viii) All present and future goodwill in the Company.
- ix) All uncalled capital in the Company.
- x) All rights under any agreement to which the Company is a party which has not been assigned to the Lender.
- xi) **Vehicles:**
 - a. MV21GYU Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - b. BW19OFK Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - c. AK67MDU Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - d. NU16HNY Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - e. KM16SXX Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - f. YP16XJB Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - g. FV19HTZ Renault Traffic with 2000psi @ 10 GPM High Pressure Water Jet
 - h. ET16VYU Renault Traffic with 2000psi @ 10 GPM High Pressure Water Jet
 - i. AY16EXC Volvo 3000-gallon Jetvac with 2000psi @ 33GPM Jetter
 - j. ND09YDV Ford Transit Tipper
 - k. AE13MJV Nissan Navara Truck
 - l. Lining Trailer with full bravo hot cure lining equipment
 - m. Compressor and lateral cutting equipment
 - n. Patch lining Equipment
 - o. 4 x Itouch Systems and 4 other cameras
 - p. 2 x Picote Cutters

Schedule 2 – Event of Default

Each of the events or circumstances set out in this Schedule 2 is an Event of Default:

1. Misrepresentation

Any representation, warranty or statement made, repeated or deemed made by the Company in, or pursuant to, this Deed is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

2. Cessation of business

The Company suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

3. Cross-default

3.1 The Secured Liabilities are not paid when due nor within any originally applicable grace period.

3.2 Any creditor of the Company becomes entitled to declare any financial indebtedness owed by the Company to such creditor due and payable prior to its stated maturity by reason of an event of default (howsoever described).

4. Insolvency

4.1 The Company stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due.

4.2 The Company commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties).

4.3 A moratorium is declared in respect of any indebtedness of the Company.

4.4 Any action, proceedings, procedure or step is taken in relation to:

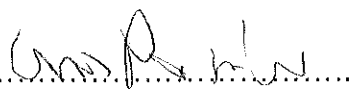
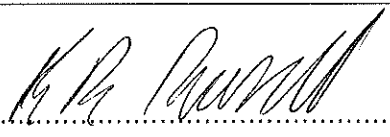
4.4.1 the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Company; or

4.4.2 a composition, compromise, assignment or arrangement with any creditor of the Company; or

- 4.4.3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or any of its assets.
- 4.5 The value of the Company's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- 4.6 Any event occurs in relation to the Company that is analogous to those set out in clause 4.1 to clause 4.6 (inclusive) in any jurisdiction.
- 4.7 A winding-up petition that is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised shall be excluded from clause 4.1 to clause 4.6 The ending of any moratorium referred to in clause 4.3 shall not remedy any Event of Default caused by that moratorium.
- 5. Creditors' process**
- A distress, attachment, execution, expropriation, sequestration or other analogous legal process is levied, enforced or sued upon, or against, the Company's assets (or any of them) and is not discharged or stayed within 21 days.
- 6. Enforcement of security**
- Any Security on or over the assets of the Company becomes enforceable.
- 7. Illegality**
- All or any part of the SPA becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.

Executed as a deed by RAW DRAINAGE LIMITED acting by SHAUN ROBERT RUSSELL , a director, and TREVOR MICHAEL WILLIAMS , a director.
	Director

	Director

Executed as a deed by KEVIN ROBERT RUSSELL in the presence of a witness:  Witness Signature Christopher James Parslew- Solicitor Metcalfe, Copeman & Pettefar LLP 8 York Row, Wisbech, Cambs PE13 1EF Name of Witness Address of Witness Occupation of Witness	 KEVIN ROBERT RUSSELL
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Dated

3rd OCTOBER

2023

MR. K. R. RUSSELL

and

RAW DRAINAGE LIMITED

Debenture

CERTIFIED TO BE A TRUE COPY
BOWSERS SOLICITORS

SIGNED: BOWSERS

DATED: 6-10-23

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THIS DEBENTURE is made as a deed on 3rd OCTOBER 2023

PARTIES

(1) **RAW DRAINAGE LTD (COMPANY NUMBER 14824493)** WHOSE REGISTERED OFFICE IS UNIT 10, CHETTISHAM BUSINESS PARK, LYNN ROAD, CHETTISHAM, ELY CB6 1RY (**BORROWER**)

(2) **KEVIN ROBERT RUSSELL** OF 7B MAIN STREET, LITTLE THETFORD, CAMBRIDGE CB6 3HA (**LENDER**)

RECITALS

(A) THE LENDER HAS AGREED TO PROVIDE THE BORROWER WITH A LOAN OF £500,000 BEING THE FRANCHISE PURCHASE PRICE LOAN OF £400,000 AND THE WORKING CAPITAL LOAN OF £100,000.

(B) UNDER THIS DEED, THE BORROWER PROVIDES SECURITY TO THE LENDER FOR THE LOAN FACILITIES MADE AVAILABLE UNDER THE FACILITY AGREEMENT.

Under this Deed, the Borrower provides security by way of Debenture over its assets to the Lender for the payment by the Borrower of the Deferred Payment.

AGREED TERMS

1. Definitions and interpretation

In this Deed, unless otherwise provided:

Charged Assets:	means all the Land, assets, goodwill and undertakings of the Company present or future for the time being subject to the security interests created by this Deed ;
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Completion Date:	the date of this Deed;
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Default Rate:	4.5% per annum;
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Encumbrance:	means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;
Event of Default:	any event or circumstance listed in Schedule 2;
Insurance:	means each contract or policy of insurance to which the Company is a party or in which it has an interest (including those listed in Schedule 1;
Intellectual Property:	means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Company is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;
Land:	means any right or interest in or over land wherever situated, including without

limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company or in which the Company holds an interest;

Receiver:

means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appoint such administrative receiver);

Secured Liabilities:

all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent, as principal or surety or in any other capacity, under or in connection with the SPA or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities;

Securities:

means all right, title and interest of the Company, now or in the future, in any:

stocks,

shares,

instruments creating, or
acknowledging any debt or other securities
issued by any person; and

Security Period: the period starting on the date of this deed
and ending on the day on which the Secured
Liabilities have been unconditionally and
irrevocably discharged in full;

SPA

Unless the context otherwise requires:

each gender includes the other;

the singular and the plural are interchangeable;

references to clauses and Schedules mean to clauses or Schedules of this Deed;

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;

references to persons include individuals, unincorporated bodies, government
entities, companies and corporations;

including means including without limitation and general words are not limited by
example;

clause headings do not affect their interpretation;

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

a reference to continuing in relation to an Event of Default means an Event of Default
that has not been remedied or waived;

references to legislation include any modification or re-enactment thereof before the
date of this Deed but exclude any re-enactment or modification after the date
of this Deed to the extent they make any party's obligations more onerous;
and

writing includes manuscript and facsimiles.

2. Company's obligation to pay

2.1 The Company covenants with the Lender that it will:

2.1.1 pay and discharge to the Lender, into the account as the Lender may specify in writing to the Company, their respective proportion of the Secured Liabilities on written demand from the Lender when due in accordance with the terms of the Loan Agreement; and

2.1.2 in default pay interest (if demanded) to the Lender, into the account as the Lender may specify to the Company upon the Secured Liabilities (both before and after any judgment) at the Default Rate until such Secured Liabilities are paid and discharged in full.

2.2 The making of one demand under this Deed will not stop the Lender making any further demands.

2.3 The Lender will not make any demand unless it is entitled to do so.

3. Creation of security

3.1 As continuing security for the payment and discharge of the Secured Liabilities the Company charges to the Lender with full title guarantee:

3.1.1 by way of first legal mortgage all Land now owned by the Company;

3.1.2 by way of first fixed charge:

any right, title or interest which the Company has now or acquires in the future to any Land;

the assets set out in Schedule 1; and

3.1.3 by way of first floating charge the Company's bank accounts and other assets not otherwise effectively charged by clauses 3.1.1 and 3.1.2.

3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1.3 .

4. Crystallisation

4.1 The floating charge created by clause 3.1.1 will crystallise into a fixed charge:

4.1.1 by notice in writing given by the Lender to the Company at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no

Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company;

4.1.2 automatically and instantly without notice if the Company resolves, without the Lender's prior written consent, to take or takes any step to:

- (a) create an Encumbrance over any or all of the Charged Assets;
- (b) create a trust over any or all of the Charged Assets; or
- (c) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Company's business;

4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or

4.1.4 automatically and instantly without notice if any Event of Default occurs.

4.2 Any Charged Asset acquired by the Company 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 Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge.

4.3 Any charge by the Company that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Company, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company.

5. Company's representation and warranties

5.1 The Company represents and warrants to the Lender as follows:

5.1.1 Ownership: The Company is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed and the Encumbrances as registered at Companies House on the Completion Date.

5.1.2 Adverse claims and covenants: The Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests, rights or other matters which may materially adversely affect the Charged Assets.

5.1.3 Breach of law or regulation: The Company has at all times complied in all respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets.

5.1.4 Third Party Rights: The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets other than the terms of those charges as registered at Companies House on the Completion Date.

5.1.5 Overriding interests: Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land.

5.1.6 Liquidation or administration: No Encumbrance expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise.

5.2 The Company repeats the representations and warranties in clause 5 above on each day during the Security Period.

6. Company's undertakings and covenants

6.1 The Company covenants not to, without the prior written consent of the Lender:

6.1.1 (except in the case of assets charged by way of floating charge only which the Company may deal with in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;

6.1.2 create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;

6.1.3 permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Deed;

- 6.1.4 cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lender;
- 6.1.5 do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets or create any subsidiaries.
- 6.2 The Company covenants that it will, unless in any case, the Lender has given its written consent otherwise:
- 6.2.1 carry on its business properly and efficiently and not materially change how it conducts its business;
- 6.2.2 supply to the Lender within the stated periods:
- (a) a copy of its audited accounts, for the last financial period within one week of approval and signature by the board of directors of the Company;
 - (b) Upon written request to provide a copy of the Company's management accounts within three weeks of the end of each month of the Company's financial year (provided that the Company and the Lender acknowledge and agree that the first set of management accounts following the date of this Deed shall be supplied by the Company to the Lender six weeks from the date of this Deed);
 - (c) not later than 60 days after the end of each financial year (or such other period as the Lender may at any time specify in writing), copies of an audited profit and loss account and balance sheet, with all the reports and notes required to be attached to them, in the form required by law to be sent to its members in respect of the Company;
 - (d) such other information relating to the Company's business, assets and liabilities as the Lender may reasonably require;
- 6.2.3 notify the Lender in writing of any breach of this Deed immediately on it becoming aware of such breach;
- 6.2.4 immediately notify the Lender of the acquisition of any Land;
- 6.2.5 within 10 days of the Completion Date, give notice to:

- (a) any contracting party to an agreement to be assigned to the Lender of the Lender's interest in such agreement and procure that such contracting party acknowledge the Lender's interest; and
 - (b) any bank or financial institution, with whom the Company holds an account, of the Lender's interest in such account and procure that such bank or financial institution acknowledge the Lender's interest;
- 6.2.6 get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 4, on receipt pay all monies received in respect of such assets into its Bank account;
- 6.2.7 in relation to the Land part of the Charged Assets observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair;
- 6.2.8 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment forming part of the Charged Assets in good working order and condition;
- 6.2.9 in relation to the Intellectual Property, observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences;
- 6.2.10 institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply money from such proceedings in discharge of sums due to the Lender;
- 6.2.11 at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers approved by the Lender against risks normally insured for assets of that type/against such risks as the Lender requests in the name of the Company or, at the Lender's request, the joint names of the Company and the Lender;
- 6.2.12 punctually pay all insurance premiums, have the Lender's interest noted on the policy at the Lender's request, and produce the insurance documents including any receipt on request of the Lender and apply moneys received from insurance in discharge of its obligations under this Deed. If the

Company does not maintain insurance, the Lender may do so at the Company's expense;

6.2.13 punctually pay and indemnify the Lender against, all moneys due in respect of the Charged Assets;

6.2.14 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Company will immediately consult the Lender and make or join the Lender in making such representations as the Lender may request;

6.2.15 deposit with the Lender or its nominee all deeds and documents of title relating to all land, buildings and other real property belonging to the Company and insurance policies relating thereto, all certificates and documents of title relating to the Securities and such blank documents, signed by the registered holder, as the Lender may request to perfect or vest in itself its title to the Securities and all other documents relating to the Charged Assets as the Lender may request; or

7. Liability of Company

7.1 The Company's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:

7.1.1 the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender;

7.1.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

7.1.3 any other act or omission (except where such act or omission is the Lender's act or omission) which but for this provision might have discharged or otherwise prejudiced the liability of the Company.

7.2 The Company may not require the Lender to:

7.2.1 enforce any security or other right;

7.2.2 claim any payment from; or

7.2.3 otherwise proceed against any other person before enforcing this Deed against the Company.

8. Enforcement

8.1 The Lender may enforce this Deed at any time after:

8.1.1 written demand being made in accordance with clause 0 of this Deed by the Lender for payment of any of the Secured Liabilities;

8.1.2 the occurrence of an Event of Default;

8.1.3 the floating charge has crystallised under clause 4.1;

8.1.4 the Company is in material and persistent breach of its covenants and undertakings as set out in clause 6 of this Deed and such breach continues for 5 Business Days after written notice has been given by the Lender to the Company requiring the remedy thereof; or

8.1.5 there has occurred any other event which has jeopardised the security created by this Deed.

8.2 After the security constituted by this Deed has become enforceable:

8.2.1 all dividends and other distributions paid in respect of the Securities and received by the Company shall be held by the Company on trust for the Lender; and

8.2.2 all voting and other rights and powers attaching to the Securities may be exercised by, or at the direction of, the Lender and the Company shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in their absolute discretion, concerning the exercise of those rights and powers.

9. Appointment, powers and removal of receivers

9.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

9.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 3.

9.3 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any person or persons to be a Receiver or

Receivers of all or any part of the Charged Assets or to be an administrator or administrators of the Company. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).

9.4 The Lender may determine the remuneration of the Receiver.

9.5 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed Receiver continues to act or not.

9.6 The Receiver will be the agent of the Company and the Company will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Company goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.

9.7 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Company:

9.7.1 to carry on or join with any person in carrying on any business (whether or not carried on by the Company before the appointment of the Receiver);

9.7.2 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;

9.7.3 to grant options, licences or any other tenancies whatsoever in relation to the Charged Assets;

9.7.4 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;

9.7.5 to exercise any voting rights appertaining to the Company;

9.7.6 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and

9.7.7 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same.

9.8 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

9.9 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

10. Powers of sale, leasing etc

10.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 9.

10.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Company or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable.

10.3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.

10.4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

10.5 The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any moneys paid to or by the direction of the Lender or the Receiver.

10.6 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

11. New accounts

- 11.1 On receiving notice that the Company has encumbered or disposed of any of the Charged Assets the Lender may rule off the Company's account and open a new account in the name of the Company.
- 11.2 If the Lender do not open a new account on receipt of a notice as from that time all payments made to the Lender will be treated as if they had been credited to a new account and will not reduce the amount owing from the Company at the time when the notice was received.

12. Power of attorney

- 12.1 The Company irrevocably and by way of security appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Deed, or which the Lender in their sole opinion may consider necessary or desirable for perfecting the Lender' title to any of the Charged Assets or enabling the Lender or the Receiver to exercise any of its or his rights or powers under this Deed.
- 12.2 The Company will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

13. Application of moneys received

- 13.1 Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:
- 13.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;
 - 13.1.2 in or towards satisfaction of the Secured Liabilities; and
 - 13.1.3 as to the surplus, if any, to the person or persons entitled to it.
- 13.2 The Lender may, in their absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and

keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

14. Indemnity

14.1 The Company will indemnify the Lender against all and any costs, charges and expenses arising:

14.1.1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Company or the Lender or the Receiver infringing or allegedly infringing any third party rights; and

14.1.2 in relation to any proceedings referable to the Company brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the claimant or defendant that relate to any of the Charged Assets.

14.2 The Company agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Company.

14.3 The Company indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any steps taken by the Lender which they consider necessary or desirable to remedy the default or make good its effects in whole or in part following any delay or failure of the Company in complying with clause 6 (or any of the Company's other obligations under this Deed) or any law, regulation, directive or code of practice applicable to the Company or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.

14.4 Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Deed shall include:

14.4.1 all reasonable costs incurred by the Lender and the beneficiaries in perfecting the security created by this Deed;

14.4.2 all reasonable costs, whether or not allowable on a taxation by the courts, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities;

14.4.3 all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed;

14.4.4 all costs and losses arising from any default by the Company in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Deed; and

14.4.5 all administrative charges of the Lender based on time spent by its employees and agents in connection with the affairs of the Company.

14.5 Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue daily at the Default Rate and be paid quarterly in the same way as the Deferred Payment, on the Deferred Payment Dates.

14.6 Money received or held by the Lender pursuant to this Deed may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency.

15. Release

15.1 Subject to clause 15.2 below, the Lender will, at the request and cost of the Company, execute all documents as the Company may reasonably require to release the Charged Assets from the security constituted by this Deed.

15.2 Any release, discharge or settlement between the Lender and the Company will be conditional upon no payment or security received by the 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 and, notwithstanding any such release, discharge or settlement:

15.2.1 the Lender will be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Lender may deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

15.2.2 the Lender will be entitled to recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.

16. Continuing security

The security constituted by 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 Lender discharges this Deed in writing.

17. Further security

The Company will on the demand of the Lender execute and deliver to the Lender at the cost of the Company any document that the Lender reasonably requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this Deed or to vest title to any of the Charged Assets in the Lender or any purchaser.

18. Miscellaneous

18.1 Survival

Notwithstanding termination of this Deed, any provisions which have not been fully implemented or performed remain in full force and effect and will continue to bind, and to be enforceable against the relevant party and will not be extinguished or affected by any other event or matter except a specific and duly authorised written waiver or release of the other party to this Deed.

18.2 Variation

Variations to this Deed will only have effect when agreed in writing by the parties' authorised representatives.

18.3 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

18.4 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

18.5 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent.

18.6 Further assurance

Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Deed.

18.7 Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

18.8 Assignment and subcontracting

18.8.1 The Lender may:

- (a) assign any of its rights under this Deed; and
- (b) disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee.

18.8.2 The Company may not assign any of its rights or transfer any rights or obligations under this Deed.

18.9 Entire agreement

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements and understandings relating to the Secured Liabilities whether written or oral.

18.10 Succession

This Deed will benefit the Lender's successors and assignees.

18.11 Counterparts

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original but all counterparts will together constitute one deed.

19. Notices

19.1 Any notice to be given under or in connection with this Deed, including a demand for payment from the Lender, shall be:

19.1.1 in writing and in English;

19.1.2 signed by or on behalf of the party giving it; and

19.1.3 sent to the relevant party for the attention of the contact and to the address specified in clause 19, or such other contact and address as that party may notify to the other party from time to time.

19.2 Notices under this Deed will be deemed received:

19.2.1 by first-class post: two Business Days after posting; or

19.2.2 by airmail: seven Business Days after posting;

19.2.3 by hand: on delivery; and

19.2.4 by email: on receipt of a read return mail from the correct address

19.3 Notices will be sent:

19.3.1 to the Company at its registered office address; and

19.3.2 to the Lender at: 7B Main Street Little Thetford Cambridge CB6 3HA

20. Confidential Information

20.1 Neither party will, without the other's prior written consent, disclose the existence or terms of this Deed save to the extent that such disclosure is required by any applicable law, regulation, court order or by any professional advisor who is bound by professional rules of confidentiality.

20.2 This clause 20 will remain in force for a period of twelve (12) years from termination of this Deed.

21. Governing law and jurisdiction

21.1 This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of this agreement.

Schedule 1 - Assets charged by way of fixed charge

- i) All shares held by the Company or any Group Company.
- ii) All or any stocks, shares (other than those described in paragraph i) above), bonds and securities of any kind (marketable or otherwise), negotiable instruments, warrants, loan notes and any other financial instruments held by the Company.
- iii) All dividends, allotments, options, bonuses, rights issues, offers, benefits and advantages accruing, arising or offered in respect of the shares and investments described in paragraphs i) and ii) above.
- iv) All fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment of the Company and the benefit of any agreements, licences and warranties in respect thereof.
- v) All book debts of the Company arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts.
- vi) All debts and moneys due or payable to the Company except those referred to in paragraph v) above including all amount standing credit of the Company's bank accounts whether such bank account is with the Lender or a third party.
- vii) All Intellectual Property belonging to the Company.
- viii) All present and future goodwill in the Company.
- ix) All uncalled capital in the Company.
- x) All rights under any agreement to which the Company is a party which has not been assigned to the Lender.
- xi) **Vehicles:**
 - a. MV21GYU Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - b. BW19OFK Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - c. AK67MDU Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - d. NU16HNY Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - e. KM16SXX Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - f. YP16XJB Ford Transit with 3600psi @ 14 GPM High Pressure Water Jet
 - g. FV19HTZ Renault Traffic with 2000psi @ 10 GPM High Pressure Water Jet
 - h. ET16VYU Renault Traffic with 2000psi @ 10 GPM High Pressure Water Jet
 - i. AY16EXC Volvo 3000-gallon Jetvac with 2000psi @ 33GPM Jetter
 - j. ND09YDV Ford Transit Tipper
 - k. AE13MJV Nissan Navara Truck
 - l. Lining Trailer with full bravo hot cure lining equipment
 - m. Compressor and lateral cutting equipment
 - n. Patch lining Equipment
 - o. 4 x Itouch Systems and 4 other cameras
 - p. 2 x Picote Cutters

Schedule 2 – Event of Default

Each of the events or circumstances set out in this Schedule 2 is an Event of Default:

1. Misrepresentation

Any representation, warranty or statement made, repeated or deemed made by the Company in, or pursuant to, this Deed is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

2. Cessation of business

The Company suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

3. Cross-default

- 3.1 The Secured Liabilities are not paid when due nor within any originally applicable grace period.
- 3.2 Any creditor of the Company becomes entitled to declare any financial indebtedness owed by the Company to such creditor due and payable prior to its stated maturity by reason of an event of default (howsoever described).

4. Insolvency

- 4.1 The Company stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due.
- 4.2 The Company commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties).
- 4.3 A moratorium is declared in respect of any indebtedness of the Company.
- 4.4 Any action, proceedings, procedure or step is taken in relation to:
 - 4.4.1 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 Company; or
 - 4.4.2 a composition, compromise, assignment or arrangement with any creditor of the Company; or

- 4.4.3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or any of its assets.
- 4.5 The value of the Company's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- 4.6 Any event occurs in relation to the Company that is analogous to those set out in clause 4.1 to clause 4.6 (inclusive) in any jurisdiction.
- 4.7 A winding-up petition that is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised shall be excluded from clause 4.1 to clause 4.6 The ending of any moratorium referred to in clause 4.3 shall not remedy any Event of Default caused by that moratorium.
- 5. Creditors' process**
- A distress, attachment, execution, expropriation, sequestration or other analogous legal process is levied, enforced or sued upon, or against, the Company's assets (or any of them) and is not discharged or stayed within 21 days.
- 6. Enforcement of security**
- Any Security on or over the assets of the Company becomes enforceable.
- 7. Illegality**
- All or any part of the SPA becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.

Executed as a deed by **RAW DRAINAGE LIMITED** acting by SHAUN ROBERT RUSSELL , a director, and TREVOR MICHAEL WILLIAMS , a director.



Director



Director

Executed as a deed by KEVIN ROBERT RUSSELL

in the presence of a witness:

KEVIN ROBERT RUSSELL

.....
Witness Signature

.....
Name of Witness

.....
.....
.....
Address of Witness

.....
Occupation of Witness

