

MR01

Particulars of a charge



Companies House

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the  
Please go to www

to file this form online

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

☐ **What this form is for**  
You may not use it to  
register a charge  
instrument Use f

TUESDAY



A36

\*A2K06837\*

29/10/2013

#191

COMPANIES HOUSE

please  
ov uk

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

**1 Company details**

Company number 03681755  
Company name in full 1PM (UK) Limited (the "Borrower")

For official use

**Filing 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 25/10/2013

**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 WEST COUNTRY ESTATES LIMITED (the "Lender")

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**  
Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ☒ Yes  
☐ No

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Particulars of a charge

8

**Trustee statement <sup>①</sup>**

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

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9

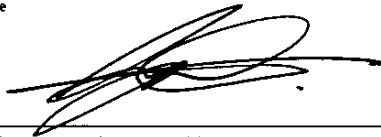
**Signature**

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

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Angus Grierson

Company name Lesmoir-Gordon, Boyle & Co Limited

Address 31 Dover Street

Post town London

County/Region

Postcode W 1 S 4 N D

Country UK

DX

Telephone 02075189892



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 3681755

Charge code: 0368 1755 0073

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2013 and created by 1PM (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2013

A handwritten signature, possibly 'P', in black ink.

Given at Companies House, Cardiff on 31st October 2013



**Companies House**



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

## BLOCK DISCOUNTING MASTER AGREEMENT

Between

WEST COUNTRY ESTATES LIMITED

and

1PM (UK) LIMITED

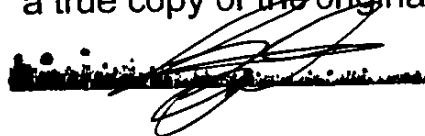
and

1PM PLC

and

LESMOIR-GORDON, BOYLE & CO LIMITED

I hereby certify that this is  
a true copy of the original



Andrew GRIFFIN  
28-10-13  
31 Dorset St, London

THIS AGREEMENT is made as a deed on 25<sup>th</sup> October 2013

**BETWEEN:**

- (1) **WEST COUNTRY ESTATES LIMITED** (Company No 01557608) whose registered office is at Monument House, 215 Marsh Road, Pinner HA5 5NE (the "**Lender**"),
- (2) **1PM (UK) LIMITED** (Company Number 3681755) whose registered office is at 15 St James's Parade, Bath BA1 1UL (the "**Borrower**"),
- (3) **1PM PLC** (Company Number 5845866) whose registered office is at 15 St James's Parade, Bath BA1 1UL (the "**Guarantor**"), and
- (4) **LESMOIR-GORDON, BOYLE & CO LIMITED** (Company Number 05602072) whose registered office is at 31 Dover Street, London W1S 4ND ("**LGB**")

**IT IS HEREBY AGREED** as follows

**1 INTERPRETATION**

a) In this Agreement

"**CCA**" means the Consumer Credit Act 1974,

"**Collection Value**" means the total amount payable (but unpaid) by a Customer under an Agreement,

"**Contract Rights**" means any of the Borrower's rights under any Customer Agreement and under any guarantee or security relating to any Customer Agreement,

"**Customer**" means any customer, client, debtor or hirer of or with the Borrower under a Customer Agreement,

"**Customer Agreement**" means any agreement entered into at any time (including before the date hereof) between the Borrower and a Customer,

"**Debts**" means any Contract Rights purported to have been purchased under this Agreement which have for any reason not vested in the Lender,

"**Encumbrance**" includes any mortgage, charge, pledge, lien, retention of title, right of tracing or other encumbrance securing any obligation of any person,

"**Event of Default**" has the meaning set out in Clause 12,

"**Goods**" means the goods which are the subject matter of any Customer Agreement in relation to which a Purchased Right has arisen,

"**Letter**" means any facility letter signed by the Lender and the Borrower setting out the terms of a block discounting facility under this Agreement as supplemented by each facility letter,

"**Listing Schedule**" means a schedule in the Lender's standard form for the time being listing Customer Agreements,

"**Loan Amount**" means the Loan Amounts specified in each Letter,

"**Loan Repayments**" means the loan repayments calculated in accordance with the Letter and specified by the Lender from time to time,

**"Purchase Price"** means the sum calculated in accordance with section 5 of the Letter,

**"Purchased Right"** means any Contract Right purchased by the Lender under this Agreement

- b) Clause headings are for convenience only and shall not affect interpretation
- c) References to a statute are to such provision as amended or re-enacted from time to time
- d) Terms defined in the Letter shall be incorporated by reference into this Agreement

## **2 LOAN AND SALE AND PURCHASE OF CONTRACT RIGHTS**

- 2 1 The Lender is willing to advance to the Borrower the Loan Amount subject to the terms and conditions of this Agreement and the Letter. As security in support of the Borrower's obligation to repay the Loan Amount, the Borrower may from time to time offer to sell and the Lender may at its discretion purchase upon the terms and conditions of this Agreement and as set out in each Letter all or any Contract Rights whether now existing or coming into existence during this Agreement
- 2 2 The agreement between the Borrower and the Lender as to the provision of the block discounting facility is a single agreement constituted by this Block Discounting Master Agreement as supplemented by each Letter

## **3 PROCEDURE FOR OFFERS**

- 3 1 The Borrower may offer to sell to the Lender Contract Rights by sending to the Lender
  - (a) A Listing Schedule (which shall include references to any guarantee or other security documentation relating to a Customer Agreement),
  - (b) The originals of any Customer Agreements and any guarantees or other security documents particularised in such Listing Schedule,
  - (c) A delivery note signed by the Customer under each Customer Agreement acknowledging receipt of the relevant goods or services, and
  - (d) The originals of any invoices for any goods together with such other document(s) or information as the Lender may from time to time require
- 3 2 The delivery to the Lender of a Listing Schedule shall constitute an offer to sell the relevant Contract Rights to the Lender on the terms specified in the relevant Letter which shall be irrevocable for a period of 30 days from date of delivery

## **4 ACCEPTANCE OF OFFERS**

- 4 1 If the Lender wishes to accept an offer of Contract Rights the Loan Amount shall be deemed to constitute the Purchase Price and as a result of advancing the Loan Amount the Contract Rights (but not the Goods) shall vest in the Lender absolutely upon the terms and conditions of this Agreement
- 4 2 Notwithstanding the Lender's acceptance of Contract Rights, the Borrower's obligation and liability to repay the Loan Amount as specified in the Letter shall continue and remain binding upon the Borrower until discharged in full to the Lender's satisfaction.

## **5 COLLECTION FROM CUSTOMERS**

- 5 1 The Lender hereby appoints the Borrower as the Lender's sole agent and trustee for the collection of all sums due in respect of any Purchased Rights. In no circumstances is the



Borrower entitled to inform the Customer of any interest the Lender may have in any Purchased Rights. If at any time without the Lender's prior written consent the Customer is on notice or aware of the Lender's interest in the Purchased Rights, this shall constitute an Event of Default for the purposes of clause 12

- 5.2 If the Lender wishes to terminate the Borrower's collection agency after the occurrence of an Event of Default, the Borrower hereby undertakes that it will not in any way interfere in the collection of sums due from Customers in respect of Purchased Rights or collect or hold itself out as entitled to receive any such sums

## **6 REPAYMENT OF THE LOAN AMOUNT**

- 6.1 The Borrower shall inform the Lender from time to time of the amounts received or recovered by it in respect of each Purchased Right
- 6.2 The Borrower shall pay to the Lender amounts equal to the Loan Repayments at such times as are specified in the Letter, and irrespective of whether or not the Borrower has received any amounts in respect of each Purchased Right or any amount equal thereto from the Customer
- 6.3 The Lender may, upon receipt of all Loan Repayments, offer to transfer to the Borrower or relinquish the Lender's right, title and interest in the Purchased Rights

## **7 THE BORROWER'S WARRANTIES**

- 7.1 At the date of this Agreement, and of each Letter, and with each Listing Schedule offered to the Lender, the Borrower shall be deemed to warrant to the Lender both at the time of such offer and at the time of the Lender's acceptance
- (a) That in respect of each Customer Agreement listed there has been compliance with all applicable statutes and regulations for the time being in force and any Goods the subject matter thereof comply in all respects with every applicable representation, warranty and condition both express and implied, and that in each case such compliance shall continue throughout the term of the relevant Agreement,
  - (b) That each such Customer Agreement, guarantee and security document is and shall remain in all respects valid, effective and fully enforceable and in relation to each Customer Agreement the Collection Value is payable by the relevant Customer on or before the date shown in the Listing Schedule,
  - (c) That, in respect of each such Customer Agreement, the Customer has not in any way disputed liability nor has he or will he acquire any right of counterclaim or set-off,
  - (d) That any deposit specified in a Customer Agreement has been duly paid either in cash or by proper and lawful allowance by way of part-exchange and that all subsequent payments which have fallen due have been received,
  - (e) That none of such Customer Agreements has been submitted to any other person save as already disclosed in writing to the Lender, or is otherwise or may become subject to any encumbrance,
  - (f) That any goods are the Borrower's absolute property free of any encumbrance and have not been the subject of any previous transaction with the respective Customer;
  - (g) That the Borrower is unaware of any matter which, if disclosed, might affect the Lender's judgment as to the advisability of accepting the Borrower's offer, and
  - (h) That the details of the Customer, the Goods and any other information set out in the Listing Schedule and any accompanying document are correct in every respect

## **8 BORROWER'S UNDERTAKINGS**

**8 1** Throughout the term of any Customer Agreement which is the subject of a Purchased Right, the Borrower covenants and undertakes with the Lender that it will

- (a) Hold all rights, remedies and interest in each Purchased Right on trust for the Lender until a legal assignment of such Purchased Right is executed,
- (b) Keep proper and adequate accounts of all sums due from and paid by Customers, and allow the Lender to inspect and audit such accounts on reasonable notice,
- (c) Provide the Lender with such information relating to or connected with a Purchased Right as the Lender may reasonably require,
- (d) The Borrower shall pay to the Lender an amount equal to the Loan Repayments and at such times as the Lender may specify in the Letter, and irrespective of whether or not the Borrower have received any amounts in respect of each Purchased Right or any amount equal thereto from the Customer,
- (e) Provide the Lender or LGB with such information about its business and financial condition as the Lender or LGB may require,
- (f) Provide the Lender with such assistance as it may reasonably require in the enforcement of Purchased Rights, including but not limited to the endorsement of cheques and the repossession of Goods when directed in writing,
- (g) Notify the Lender immediately of any dispute relating to a Purchased Right or any material event affecting Purchased Rights or Goods and/or the likely value thereof,
- (h) Collect and pay to the appropriate authority any tax or duty payable in respect of Purchased Rights and/or Goods,
- (i) At all times the Borrower will remain liable to the Customer for the performance of any obligation that may arise for the benefit of the Customer under or in relation to a Purchased Right, including without limitation, any right of set off or counter claim by the Customer,
- (j) Not transfer to, or charge in favour of, any person, or encumber, or otherwise deal in, any Purchased Right or purport to do any of such acts in relation to a Purchased Right,
- (k) Indemnify the Lender against all claims, losses, damages and expenses (including, without limitation, any costs, charges, expenses, management or staff time) made against or incurred by the Lender in connection with any claim, whether or not made by a Customer, in relation to any Goods or services, or to any failure by the Borrower to meet contract specifications under any Customer Agreement to which any Purchased Right relates, or in connection with any failure by the Borrower to comply with the CCA,
- (l) Not make any material change to the nature of its business, and
- (m) Not make any material change to its credit assessment, credit control or arrears management procedures

## **9 MONITORING & ADMINISTRATION**

- 9 1 It is hereby agreed that any provision of this Agreement requiring information or materials to be provided by the Borrower to the Lender may be discharged in full by the Borrower sending such information to LGB (provided that it does so on the same terms and as promptly as it would otherwise have sent them to the Lender)
- 9 2 The Borrower shall immediately report to LGB any payment due under this Agreement or any Letter that is missed by it other than payments that are missed owing to administrative/clerical error and which are made the following business day
- 9 3 Subject to applicable regulatory restrictions including the rules of the London Stock Exchange
- (a) The Borrower shall promptly report to LGB any proposed material change to
    - I its business,
    - II the nature of type of its Customers, and
    - III the creditworthiness of its Customers
  - (b) The Borrower and the Guarantor shall promptly report to LGB any material proposed change to the ownership or capitalisation of the Borrower or the Guarantor
- 9 4 The Borrower shall provide to LGB on a quarterly basis (promptly in arrears) an amortisation schedule showing each payment made to the Lender under this Agreement
- 9 5 Promptly after the end of each tax year the Borrower shall provide to LGB a withholding tax certificate in respect of all payments made to the Lender during the preceding tax year
- 9 6 The Lender hereby appoints LGB as its agent to receive on its behalf all notices, information and communications required by or in connection with this Agreement
- 9 7 LGB shall report to the Lender any
- (a) Material breach of this Agreement by the Borrower,
  - (b) Event of Default, and
  - (c) Material (in its sole determination) information or facts relating to this Agreement,
- in each case promptly after LGB has actual knowledge of it

## **10 BORROWER'S PAYMENTS TO THE LENDER**

- 10 1 All payments to be made by the Borrower shall be made in sterling in immediately available cleared funds (free and clear of any deduction, set-off or counter-claim save as required by law) to the Lender to such account as the Lender may direct by no later than 11 00 am on the due date for such payment
- 10 2 The Borrower shall reimburse the Lender and LGB on demand for all costs and expenses (including legal costs) incurred in connection with the preservation and/or enforcement of any of the Lender's rights under this Agreement or under any Purchased Right
- 10 3 The Borrower shall pay all legal charges and duties paid or incurred by the Lender and/or LGB on any assignment or re-assignment of a Purchased Right
- 10 4 The Borrower shall pay interest on any sum overdue under this Agreement at the rate of 5 00% over NatWest Bank base rate from day to day until judgement or earlier payment

## **11 UNDERTAKING TO EXECUTE DOCUMENTS**

- 11.1 The Borrower undertakes to execute when requested an assignment(s) to the Lender in such form as the Lender may require of all or any of the Purchased Rights and to execute and do such further documents and things as the Lender may require effectively to vest full legal title to the Purchased Rights and if the Lender requires, to the Goods in the Lender and the Borrower irrevocably and by way of security appoints the Lender and each of the Lender's directors, officers and managers from time to time as the Borrower's Attorney in the Borrower's name and on the Borrower's behalf to execute any such assignment or any other document and also to collect, enforce, realise and give receipts and discharges for any Purchased Rights
- 11.2 The Lender shall not make any request nor exercise any Power of Attorney under the preceding Sub-Clause until after the occurrence of an Event of Default, provided that any exercise of the Power of Attorney shall in any event be valid against third parties

## **12 EVENTS OF DEFAULT**

- 12.1 The following are Events of Default

- (a) The Borrower commits any breach of this Agreement,
- (b) Any representation or warranty made by the Borrower in connection with this Agreement proves to be or have been incorrect or misleading in any way,
- (c) There is a change in the Borrower's ownership or control which the Lender in the Lender's absolute discretion consider to be material and which has not been approved in advance by the Lender in writing,
- (d) The Borrower ceases or threatens to cease to carry on its business,
- (e) The Borrower fails to meet its debts as they fall due,
- (f) The Borrower has a distress, execution or other process levied on any of its assets,
- (g) The Borrower makes any arrangement or composition with its creditors,
- (h) The Borrower is subject to a statutory demand, a petition or resolution for bankruptcy, administration or winding-up, or to an application for the appointment of an administrator or receiver over the Borrower or any part of its assets, and
- (i) Any circumstances arise which give reasonable grounds in the Lender's opinion for the belief that the Borrower may not perform its obligations under this Agreement

- 12.2 If an Event of Default occurs, all sums due and outstanding under this Agreement and each / any Letter including all Loan Repayments and unpaid interest shall fall immediately due and payable and the Borrower shall pay all such outstanding amounts immediately upon the Lender's or LGB's written demand

## **13 CHARGE**

- 13.1 The Borrower hereby (and with the intent that the security so constituted shall be a continuing security in favour of the Lender) charges with the payment and discharge of all sums due to the Lender at any time under this Agreement and with full title guarantee by way of first floating charge all right, title and interest in and to (i) the Debts and (ii) the Goods
- 13.2 The security so constituted shall be in addition to any security the Lender may at any time hold and shall remain in full force and effect until discharged by the Lender

- 13 3 The Borrower shall whenever requested by the Lender execute such further security as the Lender may direct over the Debts and/or the Goods or take any other steps as the Lender may require for improving or perfecting the security hereby constituted
- 13 4 On the occurrence of any event which is or which may with the passage of time become an Event of Default the Lender may either
- (a) By notice in writing convert the floating charge hereby created into a fixed charge over the Debts and/or Goods and the Borrower's ability to deal in any manner with the Debts and/or Goods shall thereby cease except to the extent otherwise agreed by the Lender, or
  - (b) Appoint one or more persons to be a receiver (which expression includes and administrative receiver and a receiver manager) or receivers of the whole or any part of the Debts and/or Goods and any receiver so appointed shall be deemed at all times and for all purposes to be the Borrower's agent and the Borrower shall be solely responsible for his acts and defaults and for the payment of his remuneration
- 13 5 The foregoing power of appointment of a receiver shall be in addition to all the Lender's statutory and other powers under Law of Property Act 1925 and the statutory powers of sale and of appointing a receiver shall be exercisable without the restrictions contained in section 103 and 109 of that Act or otherwise and the foregoing power to appoint a receiver herein before or by statute conferred shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Debts and/or Goods
- 13 6 The Borrower shall not create or permit to subsist any charge or other encumbrance over the Debts and/or Goods without the Lender's prior written consent
- 13 7 The floating charge created by this clause 13 is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- 14 MISCELLANEOUS**
- 14 1 If at any time the Lender does not insist on or enforce its strict legal rights, the Lender shall not be precluded from doing so on any other occasion
- 14 2 Any variation of this Agreement shall only be effective if made in writing and signed by the Lender or its authorised representative
- 14 3 This Agreement together with the relevant Letter contains all the terms agreed relating to its subject matter
- 14 4 The Borrower may not assign any rights under this Agreement without the Lender's prior written consent
- 14 5 The Lender may assign any of the Lender's rights, liabilities or obligations under this Agreement and it shall apply for the benefit of the Lender's successors and assigns
- 14 6 No fiduciary or other relationship arises between LGB and the Lender or the Borrower under this Agreement or the Letter
- 14 7 LGB shall have no liability whatsoever to the Lender for any loss occasioned to or suffered by it in connection with this Agreement or the Letter
- 14 8 It is agreed that LGB is not responsible for, and shall have no liability for any error, misrepresentation or otherwise in relation to, this Agreement, the Letter or any materials provided in connection thereto
- 14 9 LGB is not responsible for the effectiveness or enforceability of this Agreement or the Letter or any security purported to be taken under or in connection with them.

- 14 10 It is agreed by the Lender and the Borrower that LGB shall have no liability whatsoever in connection with this Agreement or the Letter (nothing in this clause being intended to preclude liability for gross negligence, fraud or wilful misconduct)
- 14 11 All notices required under this Agreement shall be in writing and sent by first class post or fax or hand delivered to the recipient at its registered office or (if not a company) its last known place of business and shall be effective 2 days after posting or when sent if by fax or on delivery if hand delivered
- 14 12 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document
- 14 13 This Agreement and all non-contractual claims and disputes arising out of it shall be governed by English law and the Borrower hereby irrevocably submits to the jurisdiction of the English Courts

IN WITNESS whereof the parties have caused this Agreement to be executed as a deed and delivered on the date written above

**SIGNED AND DELIVERED** as a Deed by  
**1PM (UK) LIMITED**  
acting by a duly appointed director

In the presence of

Director

Witness

Name **MARIA HAMPTON**  
Occupation **DIRECTOR**

**SIGNED AND DELIVERED** as a Deed by  
**1PM PLC**  
acting by a duly appointed director

In the presence of

Director

Witness

Name **MARIA HAMPTON**  
Occupation **DIRECTOR**

**SIGNED AND DELIVERED** as a Deed by  
**WEST COUNTRY ESTATES LIMITED**  
acting by a duly appointed director

In the presence of

Witness

Name  
Occupation

**SIGNED AND DELIVERED** as a Deed by  
**LESMOIR-GORDON, BOYLE & CO LIMITED**  
acting by a duly appointed director

In the presence of

Director

Witness

Name **WILLIAM HAZEL-UNITH**  
Occupation **EXECUTIVE**

IN WITNESS whereof the parties have caused this Agreement to be executed as a deed and delivered on the date written above

**SIGNED AND DELIVERED** as a Deed by )  
**1PM (UK) LIMITED** ) Director  
acting by a duly appointed director )  
In the presence of )

Witness

Name

Occupation

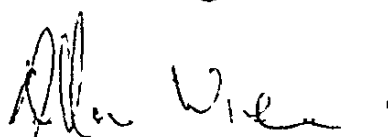
**SIGNED AND DELIVERED** as a Deed by )  
**1PM PLC** ) Director  
acting by a duly appointed director )  
In the presence of )

Witness

Name

Occupation

**SIGNED AND DELIVERED** as a Deed by )  
**WEST COUNTRY ESTATES LIMITED** )  
acting by a duly appointed director )  
In the presence of )



Witness

Name

Mark Adams

Occupation

FINANCIAL SERVICES

**SIGNED AND DELIVERED** as a Deed by )  
**LESMOIR-GORDON, BOYLE & CO LIMITED** ) Director  
acting by a duly appointed director )  
In the presence of )

Witness

Name

Occupation