



Registration of a Charge

Company Name: **REED CONSTRUCTION & DEVELOPMENTS LIMITED**

Company Number: **03532355**



Received for filing in Electronic Format on the: **20/06/2022**

XB6KPRP7

Details of Charge

Date of creation: **20/06/2022**

Charge code: **0353 2355 0082**

Persons entitled: **PULSAR WATER TECHNOLOGY LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS 106 HIGH STREET
CREDITON DEVON AS REGISTERED AT THE H M LAND REGISTRY
UNDER TITLE NUMBER DN271841**

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: **LINDSAY STONE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3532355

Charge code: 0353 2355 0082

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2022 and created by REED CONSTRUCTION & DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th June 2022 .

Given at Companies House, Cardiff on 21st June 2022

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**

LAND REGISTRATION ACT 2002

TITLE NUMBER: DN271841

DISTRICT: Mid Devon

THIS LEGAL CHARGE is made the 20th day of June 2022 **BETWEEN:**

(1) **REED CONSTRUCTION & DEVELOPMENTS LIMITED** (Company Registration number 3532355) of 106 High Street Crediton Devon EX17 3LF (the Borrower)

(2) **CHRISTOPHER MARK REED** of Fairhaven Mill Street Crediton Devon EX17 3AA (the Guarantor) and

(2) **PULSAR WATER TECHNOLOGY LIMITED** (Company Registration Number 06617374) whose registered address is situate at Connisbeare Cottage Snapper Barnstaple Devon EX32 7JY (the Lender)

WHEREAS:-

1. The Borrower is registered at H M Land Registry as proprietor with title absolute of the property described in the Schedule to this deed
2. The Lender has agreed to lend to the Borrower **FIVE HUNDRED THOUSAND POUNDS** (£500,000.00) on condition that its repayment together with interest is secured in the manner set out below


NOW THIS DEED WITNESSETH as follows:-

1. Definitions

In this legal charge:

- 1.1. "the interest rate" means 3.75% per annum
- 1.2. "the Principal" means Five Hundred Thousand Pounds (£500,000.00)

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

SIGNED 
NAME Lindsay Bone
SOLICITOR

DATE 20/6/2022

HOTCHKISS WARBURTON
Solicitors

34 High Street Crediton
Devon EX17 3JP
TEL: 01363 774752
FAX: 01363 777813

enquiries@hotchkiss-warburton.co.uk

1.3. "the Property" means the property specified in the schedule below and any matters revealed by register entries affecting the same including any overriding interests

1.4. "the Redemption Date" means 1 month from the date of this Charge

2. Payment of principal interest and costs

Subject to the provisions contained in clause 2.1.6. below in consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out below

1.5. Principal

The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off on the Redemption Date or, if earlier immediately on demand if:-

- 1.5.1. The Borrower fails to comply with any term, condition, covenant or provision of, or to perform any of his obligations or liabilities under, this or any associated or collateral security; or
- 1.5.2. Any Judgment or Order made against the Borrower or any surety by any Court is not complied with within 7 days; or
- 1.5.3. That property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process; or
- 1.5.4. A mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this deed or any other property of the Borrower or of any surety; or
- 1.5.5. In the case of a company
 - a. The Borrower or any surety ceases or threatens to cease to carry on or disposes or threatens to dispose of, its business or a material part of its business; or

- b. The Borrower or any surety makes a proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or enters, or seeks to enter, into any form of composition or arrangement with its creditors whether in whole or in part; or
- c. a petition is presented for the making of an administration order in respect of the Borrower or any surety; or
- d. an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety; or
- e. a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender).

2.1.6 The Lender hereby agrees that provided the Borrower complies with and performs its obligations and covenants contained in this Deed and that none of the matters contained or referred to in Clauses 2.1.1 to 2.1.5 above apply the Lender shall not demand payment of the Principal before the 5th day of December 2031 SAVE in the following circumstances:

2.1.6.1 In the event of the death of the Guarantor Christopher Mark Reed or the managing Director for the lender, Barry Edwards shall die within the loan period an option for the repayment of this loan shall be triggered either in full or in part such request to be made in writing by the Lender giving 6 months notice for the full or partial repayment to be made from the date of the written request

2.2 Interest

2.2.1 Payment

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate from the date of this deed payable on the 4th March 4th June 4th September and 4th December in each year until repayment of the Principal

2.3 Costs, charges, expenses and other liabilities

2.3.1 Covenant to pay

The Borrower covenants with the Lender to pay to the Lender on demand and on a full and unlimited indemnity basis all costs charges expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owned under and associated with this deed (including all commission legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate such interest to be payable in the same manner as interest on the Principal

2.3.2 Costs included

Without prejudice to the generality of the provisions of that clause the Borrower's liability under clause 2.3.1 will include not only those costs charges expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

- (a) the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this deed;
- (b) the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;
- (c) the exercise or contemplated exercise of any power right or discretion conferred by this deed or by law on the Lender
- (d) any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associate with it;
- (e) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
- (f) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security

3. Legal Charge

The Borrower with full title guarantee charges the Property to the Lender by way of legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

4. Borrower's representations and warranties

4.1 the execution of and the observance and performance of his obligations under this mortgage does not and will not contravene any other charge mortgage lease loan facility or other agreement ;and

4.2 the execution of and the observance of its obligations under this mortgage does not and will not contravene any of the provisions of its Memorandum and Articles of Association

5. Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out below

5.1 Repair

5.1.1 The Borrower will keep all buildings fixtures and fittings services and service media in on or associated with the Property in good and substantial repair and good working order and condition

5.1.2 The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings fixtures and fittings services and service media without the Lender becoming liable as mortgagee in possession

5.1.3 If the Borrower fails to maintain the buildings fixtures and fittings services and service media in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession

5.1.4 The Borrower will on demand repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by this clause together with interest from the date when the Lender becomes liable

for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest shall be charged on the Property

5.2 Insurance

5.2.1 Duty to insure

The Borrower will:

(a) ensure the Property is keep insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair rebuilding or reinstatement) in such name or names and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve; and

(b) make all payments required for this purpose as and when they become due and will when required by the Lender deliver to him the policy of insurance and the receipt for each payment

5.2.2 Indemnity for payments by the Lender

If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out any insurance on the Property or any part of it the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repair on demand (such interest to be payable in the same manner as interest on the Principal). All such money and interest shall be charged on the Property

5.3 Application of insurance money

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to his obligations under this clause

5.3) shall at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security and if received by the Borrower will be held on trust for the Lender for this purpose

5.4. Outgoings

The Borrower will punctually pay and indemnify the Lender against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

5.5 General covenant to comply with statutes etc

The Borrower will ensure that any legislation regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects

5.6 General covenant to produce notices etc

5.6.1 The Borrower will immediately produce to the Lender any order direction permission notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party and will allow the Lender to make a copy of it

5.6.2 The Borrower will comply with any such order direction permission notice or other matter without delay or if the Lender so requires will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve

5.7 Specific covenants relating to planning and environmental matters

5.7.1 Alteration of present use of the Property

The Borrower will not use the Property for any purpose other than the present permitted use except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it

5.7.2 No development without the Lender's consent

The Borrower will not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) carry out any operation or use the Property for any use which is a development within the provision of the Town & Country Planning Act 1990

5.7.3 Compliance with conditions of permission for development

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 he will comply with all conditions subject to which such permission is granted and all conditions and obligations contained in any Section 106 Agreement entered into between the Borrower and the Local Authority

5.7.4 Compliance with environmental matters

The Borrower will observe and perform all environmental laws regulations directives and codes of practice affecting the Property

5.7.5 Compliance with notices etc

(a) If any valid enforcement or other notice claim order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it

(b) The Borrower will at his own expense in all respects comply with the requirements of any such notice order or proposal without delay and in any event within any time which may be specified for compliance. Alternatively if the Lender so requires the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal

(c) If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with any such requirement the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender with interest on them at the Interest Rate shall be payable and charged upon the Property as provided by clause 5.1.4

(d) The Borrower irrevocably appoints the Lender and his substitutes for the time being to be his attorney to apply for and procure on his behalf any licences permissions or other things from any competent authority necessary for the execution of the

works authorised by this clause to be executed by the Lender on the default of the Borrower

(e) All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5.1.4

5.8 Specific covenant in relation to compulsory purchase

5.8.1 The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part

5.8.2 If the Lender so requires the Borrower will permit the Lender to conduct such negotiations and grant such consent on his behalf

5.8.3 Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will be so and to the extent required by the Lender be applied in or towards the discharge of the money due under this security

5.9 Leasing and disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent):

5.9.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or

5.9.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it save for any letting of the property by way of an assured shorthold tenancy agreement which must be secured by a deposit of no less than one months rent and the rent shall be no less than the current market rent for the Property

5.10 Compliance with terms of conveyances etc

5.10.1 The Borrower will observe and perform the terms of all conveyances grants assignment contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower

5.10.2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms

5.10.3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest Rate shall be payable and charged upon the Property as provided by clause 5.1.4

5.11 Other charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any further mortgage pledge charge incumbrance lien or other security interest in the Property other than this security

6. Lender's powers and rights

6.1 Exercise of statutory powers

6.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security

6.1.2 Subject to the provisions of clause 2.1.6 at any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

6.2 Extension of statutory powers

6.2.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

6.2.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)

6.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise

6.3 Power to appoint a receiver

- 6.3.1 At any time after this security becomes enforceable or at the request of the Borrower the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property
- 6.3.2 The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver
- 6.3.3 The Lender may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed
- 6.3.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply
- 6.3.5 Where more than one receiver is appointed they shall have the power to act severally
- 6.3.6 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration
- 6.3.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in Section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to that extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail
- 6.3.8 In addition any receiver so appointed shall have power at his discretion to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding the administration or liquidation

of the Borrower to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power :

- (a) to take possession of collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
- (b) to manage or carry on or concur in carrying on any business of the Borrower
- (c) to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- (d) to sell (whether by public auction or private contract or otherwise) lease vary renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of or otherwise dispose of or deal with all or any part of the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- (e) to seize and sever all or any fixtures at or in the Property and sell the same separately from the Property or its site;
- (f) to settle arrange compromise or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;

(g) to bring take defend compromise submit to arbitration or discontinue any actions suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.3.8(f);

(h) to disclaim abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;

(i) to repair insure manage protect improve enlarge develop build complete or reconstruct or replace all or any of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;

(j) to acquire by purchase lease or otherwise any further property assets or rights;

(k) to appoint employ and dismiss managers officers contractors and agents;

(l) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation management improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

6.3.9 All money received by any receiver shall be applied by him:

(a) in payment of the costs charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);

(b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at or at any time and from time to time after his appointment

(c) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Borrower or other persons entitled to it.

6.4 Right to consolidate

Section 93 of the Law of Property Act 1925 (restricting the Lender's right of consolidation) shall not apply to this security

7. Protection of persons dealing with the Lender or a receiver

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

7.1 whether this security has become enforceable

7.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable

7.3 the propriety regularity or purpose of the exercise or purported exercise of any such power

7.4 whether any money remains due under the security; or

7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

8. Indulgence and waiver

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower or to any other person time

indulgence further credit loans or advances or enter into any arrangement or variation of rights or either in whole or in part release abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies securities guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

9. Demands and notices

9.1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on the Borrower or any one of the directors or the secretary of the Borrower by first class letter post telex or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or its registered office or at any of its principal places of business

9.2 Service shall be deemed to be effected

9.2.1 at 10am on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery

9.2.2 when dispatched if given by telex or fax and

9.2.3 when left at the property concerned if delivered

9.3 The methods of service described in clause 9.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

9.4 If the expression "the Borrower" includes more than one person service on any one person shall be deemed to constitute service upon all such persons

10. Validity and severability

10.1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not be affected or impaired

10.2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

11. Interpretation

11.1 Unless the context otherwise requires :

11.1.1 the singular includes the plural and vice versa

11.1.2 references to persons include references to firms companies or corporations and vice versa and

11.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa

11.2 Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

11.3 All covenants charges agreements undertakings representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned

11.4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order regulation directive or code practice made under it or associated with it

11.5 The clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation

11.6 Any reference to a clause or a paragraph or a schedule is to one in this mortgage so numbered or named

12. Governing law and jurisdiction

12.1 This mortgage shall be governed by and construed in accordance with English law

12.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit action or proceeding arising out of or in connection with this mortgage may be brought in such courts

12.3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not

13. Guarantee and Indemnity

13.1 In consideration of the Lender providing the Principal to the Borrower pursuant to the terms of this Charge the Guarantor guarantees to the Lender whenever the Borrower does not pay any such sums due hereunder when due to pay on demand all such sums himself

13.2 The Guarantor as principal obligor and as a separate and independent obligation and liability from his obligations and liabilities under clause 13.1 agrees to indemnify and keep indemnified the Lender in full and on demand from and against all and any losses costs claims, liabilities damages demands and expenses suffered or incurred by the Lender arising out of or in connection with the Borrower's

performance of its obligations hereunder not being recoverable for any reason or any failure of the Borrower to perform or discharge any of its obligations or liabilities in respect of the said obligations of the Borrower

SCHEDULE

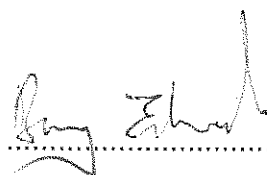
ALL THAT freehold property known as 106 High Street Crediton Devon and currently registered at H M Land Registry under title number DN271841

IN WITNESS WHEREOF the parties hereto have executed and delivered this Charge as a Deed on the day and year first above written

EXECUTED AS A DEED BY

PULSAR WATER TECHNOLOGY LIMITED

acting by a Director

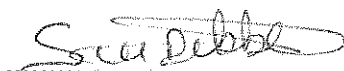

.....

in the presence of:

Witness Signature:

Witness Full Name:

Address:


.....
SIMON DIBBLE
.....
9 VICTORIA LAWN
.....
BARNSTAPLE
.....
EX32 9HU
.....

REED CONSTRUCTION AND DEVELOPMENTS

Director and its Secretary:-

Secretary: _____

just

CHRISTOPHER MARK REED

C

~~Done~~

LINDSAY SLONE

34 HIGH STREET

CR501702

DEVON 6017 35P