



**Registration of a Charge**

Company name: **MONITOR SECURITIES LIMITED**

Company number: **00891987**



X6IR0F8B

Received for Electronic Filing: **08/11/2017**

---

**Details of Charge**

Date of creation: **08/11/2017**

Charge code: **0089 1987 0006**

Persons entitled: **WILLOW BAY INVESTMENTS LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY AND BUILDINGS KNOWN AS 104 ST JOHNS WOOD TERRACE, LONDON NW8 6PL (TITLE NUMBER NGL306630)**

**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: **FLADGATE LLP**



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

Company number: 891987

Charge code: 0089 1987 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2017 and created by MONITOR SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2017 .

Given at Companies House, Cardiff on 10th November 2017

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**

# fladgate

Date: 8<sup>th</sup> November 2017

## DEBENTURE

**MONITOR SECURITIES LIMITED**

and

**WILLOW BAY INVESTMENTS LIMITED**

## Contents

1.	Interpretation.....	1
2.	Covenant to pay.....	1
3.	Security.....	1
4.	Conversion of floating charge.....	2
5.	Restrictions.....	2
6.	Representations and warranties.....	3
7.	General undertakings.....	4
8.	Insurance.....	4
9.	Events of Default.....	4
10.	Enforcement.....	5
11.	Appointment of Receiver or administrator.....	6
12.	Exclusion of liability.....	7
13.	Cumulative and continuing security and further assurance.....	7
14.	Release of security.....	7
15.	Protection of third parties.....	8
16.	Entry in the Land Registry.....	8
17.	Indemnity.....	8
18.	Costs.....	8
19.	Payment.....	8
20.	Notices.....	9
21.	Assignments.....	9
22.	General.....	9
 <b>Schedule 1</b>		
	Definitions and interpretation.....	11
 <b>Schedule 2</b>		
	Details of Property.....	13

DATE:

8<sup>th</sup> November

2017

**PARTIES:**

- (1) **MONITOR SECURITIES LIMITED** (registered in England with number 00891987) whose registered office is at Palladium House, 1-4 Argyll Street, London W1F 7LD (**Chargor**); and
- (2) **WILLOW BAY INVESTMENTS LIMITED** (registered in England with number 9970893) whose registered office is at 64 New Cavendish Street, London, United Kingdom, W1G 8TB (**Chargee**).

**1. Interpretation**

The definitions and interpretative provisions in Schedule 1 apply to this deed.

**2. Covenant to pay**

- 2.1 The Chargor will on demand pay and discharge all the Secured Liabilities when they become due for payment or discharge.
- 2.2 The Chargor will pay to the Chargee interest on the Secured Liabilities at the rate(s) applicable under the agreements or arrangements giving rise to the relevant Secured Liabilities.
- 2.3 The interest payable on the Secured Liabilities will accrue on a daily basis and be calculated both before and after demand or judgment or the liquidation of the Chargor and be compounded according to agreement or, in the absence of agreement, monthly on such days as the Chargee may select.

**3. Security**

- 3.1 By way of continuing security in favour of the Chargee for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee and free from all Security Interests, mortgages, charges, assigns and agrees to assign in favour of the Chargee:
  - 3.1.1 by way of legal mortgage all its estate or interest in the Property;
  - 3.1.2 by way of fixed charge all the plant, machinery and fixtures and fittings of the Chargor, present and future and situated at the Property;
  - 3.1.3 by way of fixed charge all furniture, furnishings, equipment, tools and other movable property of the Chargor, present and future and situated at the Property, not forming part of its stock in trade or work in progress;
  - 3.1.4 by way of fixed charge all the goodwill and uncalled capital of the Chargor, present and future;
  - 3.1.5 by way of fixed charge all Intellectual Property Rights, things in action and claims of the Chargor, present and future relating to the Property, and the proceeds of any insurance from time to time affecting the Property; and

3.1.6 by way of floating charge all the undertaking and all property, assets and rights of the Chargor, present and future, not subject to a fixed charge under this deed and all of which are located at or relate to the Property.

3.2 Paragraph 14 of schedule B1 to IA 1986 applies to the floating charge created by clause 3.1.6.

#### **4. Conversion of floating charge**

4.1 The Chargee may at any time, by notice to the Chargor, convert the floating charge created by clause 3.1.6 into a fixed charge as regards all or any of the Charged Assets specified in the notice if an Event of Default occurs.

4.2 The floating charge created by clause 3.1.6 will, unless otherwise agreed in writing by the Chargee, automatically and without notice be converted into a fixed charge in respect of any Charged Assets subject to it if:

4.2.1 the Chargor creates any Security Interest over those Charged Assets;

4.2.2 any person other than the Chargee levies or attempts to levy any distress, attachment, execution or other legal process against any of those Charged Assets; or

4.2.3 the Chargor ceases to carry on business as a going concern.

#### **5. Restrictions**

The Chargor will not without the previous written consent of the Chargee, not to be unreasonably withheld:

5.1 create or permit to arise any Security Interest on the Charged Assets, except a lien arising by the operation of law in the ordinary course of business;

5.2 sell or otherwise dispose of those Charged Assets which are charged under clauses 3.1.1 to 3.1.5 inclusive;

5.3 deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and, in particular, the Chargor will not realise its book debts and other debts by means of block discounting, factoring or any other similar arrangement;

5.4 sell or otherwise dispose of the Charged Assets charged under clause 3.1.6 except in the ordinary course of business;

5.5 permit or agree to any variation of the rights attaching to the whole or any part of the Charged Assets; or

5.6 cause or permit to be done anything which may, in the reasonable opinion of the Chargee, jeopardise or otherwise prejudice the value to the Chargee of the Charged Assets.

## 6. Representations and warranties

6.1 The Chargor represents and warrants to the Chargee that:

- 6.1.1 it is duly incorporated and validly existing and in good standing under the laws of England and Wales, has appropriate power and authority to own its property and assets and carry on its business as presently conducted;
- 6.1.2 it is not, at the date of this deed registered as an overseas company under Part 34 of the Companies Act 2006 and, accordingly, that this deed is not required to be registered under Part 3 of the Overseas Companies regulations;
- 6.1.3 it is absolutely, solely and beneficially entitled to all the Charged Assets as at the date of this deed;
- 6.1.4 it has not disposed of or agreed to dispose of the benefit of any of its right, title and interest in and to the Charged Assets;
- 6.1.5 it has power to execute, deliver and perform its obligations under this deed and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of this deed;
- 6.1.6 no permit licence approval or authorisation of any government or other authority or third party is required by it in connection with the execution performance validity or enforceability of this deed;
- 6.1.7 the obligations imposed on it under this deed constitute legal, valid and binding obligations;
- 6.1.8 the entry into and performance of the terms and conditions of this deed do not and will not contravene or conflict with its memorandum and articles of association, any law, statute, regulation or other instrument binding on it or any of its assets, or any agreement or document to which it is a party or is binding on it or any of its assets;
- 6.1.9 no charges or other encumbrances in the nature of a Security Interest exist on the Charged Assets other than any charges or encumbrances in favour of the Chargee, liens arising by operation of law and hire purchase, leasing and credit sale agreements relating to motor vehicles and plant, equipment and fixtures and fittings owned or used by the Chargor;
- 6.1.10 it holds and/or is in compliance with all registrations, licences, permits, consents or other authorisations and all applicable laws and regulations, including environmental laws and regulations, necessary for or required for the conduct of its business; and
- 6.1.11 it is in compliance with all the terms and conditions of this deed.

6.2 The representations and warranties in clause 6.1 are continuing representations and warranties and will be deemed to be repeated on each day by reference to



the then existing circumstances, until all the Secured Liabilities have been repaid or discharged in full.

## **7. General undertakings**

- 7.1 The undertakings set out in this deed will remain in force until all the Secured Liabilities have been repaid or discharged in full.
- 7.2 The Chargor will:
  - 7.2.1 comply with all requirements of any authority and any legal obligations relating to the Charged Assets;
  - 7.2.2 keep all tangible Charged Assets in good and substantial repair and condition; and
  - 7.2.3 punctually pay all rents, rates, taxes and other outgoings in respect of the Charged Assets.

## **8. Insurance**

- 8.1 The Chargor will:
  - 8.1.1 insure and keep insured the Charged Assets with reputable insurers;
  - 8.1.2 punctually make all premium and other payments necessary for maintaining the Insurance;
  - 8.1.3 supply to the Chargee, on request, copies of all policies and all receipts for premiums relating to the Insurance;
  - 8.1.4 comply with the terms of the Insurance; and
  - 8.1.5 immediately give notice to the Chargee of any occurrence which gives rise or might give rise to a claim under the Insurance.
- 8.2 Any payments received under any Insurance will be deemed to be part of the Charged Assets and the Chargor will apply such payments in making good any loss or damage.

## **9. Events of Default**

In addition to the Events of Default as set out in the Facility Letter each of the following constitutes an Event of Default:

- 9.1 the Chargor fails to pay any of the Secured Liabilities upon its due date, unless the Chargee is satisfied that such non payment is due solely to administrative or technical delays in the transmission of funds which are not the fault of the Chargor and payment is made within two Business Days of its due date;
- 9.2 any material representation or warranty made by the Chargor under this deed or any lease or in any notice, certificate, instrument or statement contemplated by or made pursuant to this deed, any Financing Document or any lease is, or proves to be, untrue or incorrect in any material respect when made or deemed to be

repeated unless the circumstances of the default are capable of remedy and are remedied within five Business Days of the date on which the Chargee gives notice requiring such remedy;

9.3 if, in relation to the Chargor:

9.3.1 a mortgagee, chargee or other encumbrancer takes possession of the whole or any substantial part of the Charged Assets; or

9.3.2 it passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, trustee or similar officer of it or of any or all of its revenues or assets; or

9.3.3 any distress, execution or other process is levied or issued otherwise than by the Chargee against any Charged Assets which is not paid within seven days; or

9.4 the Chargor ceases to carry on a material part of the business it carries on at the date of this deed.

## 10. Enforcement

10.1 On the occurrence of an Event of Default, the Chargee may exercise all the powers conferred on mortgagees by LPA 1925 (as varied or extended by this deed), all the powers conferred as the holder of a qualifying floating charge (as defined in paragraph 14 of schedule B1 to IA 1986) and, without limiting such powers or any of the rights and powers of the Chargee conferred by this deed, may by written notice to the Chargor:

10.1.1 declare all or any part of the Secured Liabilities to be immediately due and payable, together with all accrued interest and any other sums then owed by the Chargor, and upon that declaration, the sums will become immediately due and payable;

10.1.2 declare all or any part of the Secured Liabilities to be due and payable on demand by the Chargee; and/or

10.1.3 declare the security constituted by this deed to be enforceable.

10.2 For the purposes of all powers implied by statute including, without limitation, the power of sale under section 101 LPA 1925, the Secured Liabilities will be deemed to have become due when the security created by this deed becomes enforceable.

10.3 Sections 93, 103 and 109 LPA 1925 do not apply to this deed.

## 11. Appointment of Receiver or administrator

- 11.1 At any time after the security constituted under this deed has become enforceable, the Chargee may, by instrument in writing (and in accordance with and to the extent permitted by applicable laws) appoint one or more persons as:
  - 11.1.1 a Receiver of all or any of the Charged Assets; and/or
  - 11.1.2 an administrator of the Chargor.
- 11.2 Where more than one Receiver is appointed they will have power to act separately unless the appointment by the Chargee otherwise specifies.
- 11.3 The Chargee may fix and pay the fees of any Receiver but the Receiver will be the agent of the Chargor and the Chargor will be solely responsible for the acts, defaults and remuneration of the Receiver or Receivers.
- 11.4 Any Receiver or administrator appointed under this deed will, in addition to all powers conferred on him by LPA 1925 and IA 1986 and all powers conferred from time to time by statute, have power to do anything which an absolute owner could do in the management of such of the Charged Assets over which such Receiver or administrator is appointed and, in particular (where relevant):
  - 11.4.1 to take possession of and generally manage the Charged Assets and any business of the Chargor;
  - 11.4.2 to carry out on any freehold or leasehold property of the Chargor any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
  - 11.4.3 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants, positive or restrictive, affecting land;
  - 11.4.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with, or dispose of, the Charged Assets without restriction including, without limitation, power to dispose of any fixtures separately from the land;
  - 11.4.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
  - 11.4.6 to take, continue or defend any proceedings and enter into any arrangement or compromise;
  - 11.4.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
  - 11.4.8 to call up any uncalled capital of the Chargor with all the powers conferred by the articles of association of the Chargor in relation to calls;

- 11.4.9 to employ advisers, consultants, managers, agents, workmen and others;
- 11.4.10 to purchase or acquire materials, tools, equipment, goods or supplies;
- 11.4.11 to borrow any money and secure the payment of money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and
- 11.4.12 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.

11.5 A Receiver or administrator will apply all money received, firstly in repayment of all expenses and liabilities of the Receiver or administrator and in payment of their respective fees, secondly towards satisfaction of the Secured Liabilities in such order as the Chargee decides, and thirdly in payment of any surplus to the persons entitled to it.

## **12. Exclusion of liability**

The Chargee will not, whether as a result of taking possession of any of the Charged Assets or for any other reason (and whether as mortgagee in possession or on any other basis) be liable to the Chargor for any loss or damage arising from any act or default or any exercise or non-exercise of any power, authority or discretion conferred on the Chargee by this deed in relation to the Charged Assets unless such loss or damage is caused by the Chargee's fraud.

## **13. Cumulative and continuing security and further assurance**

- 13.1 This deed is a continuing security to the Chargee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities.
- 13.2 This deed is in addition to any other security, present or future, held by the Chargee for the Secured Liabilities and will not merge with or prejudice such other security or any contractual or legal rights of the Chargee.
- 13.3 The Chargor will at its own cost at the Chargee's reasonable request execute any document and take any action required by the Chargee to perfect this security or further to secure on the Charged Assets the Secured Liabilities.

## **14. Release of security**

- 14.1 Upon the Chargee being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Chargee will immediately release the security provided for in this deed.
- 14.2 Any receipt, release or discharge of the security provided for in this deed or of any liability arising under it will not release or discharge the Chargor from any liability which may exist independently of this deed to the Chargee.

## **15. Protection of third parties**

- 15.1 No person dealing with the Chargee or any Receiver will be concerned to enquire whether any power exercised or purported to be exercised by the Chargee or any Receiver has become exercisable, or as to the propriety or regularity of any sale by the Chargee or any Receiver.
- 15.2 All the protections to purchasers contained in sections 104 and 107 LPA 1925 and section 42(3) IA 1986 apply to any person dealing with the Chargee or any Receiver.

## **16. Entry in the Land Registry**

The Chargor will, within 10 working days of the date of this deed, request the Chief Land Registrar to enter a restriction or note on the register of any registered Property that except under an order of the Registrar, no disposition by the proprietor(s) of the land is to be registered without the consent of the registered proprietor of this deed.

## **17. Indemnity**

- 17.1 The Chargor will with effect from the occurrence of an Event of Default indemnify and keep indemnified the Chargee, any Receiver or administrator and each agent or attorney appointed pursuant to this deed from and against any and all expenses claims liabilities losses taxes costs duties fees and charges suffered incurred or made by any of them:
  - 17.1.1 in the exercise, preservation or enforcement of any rights, powers or discretions vested in them pursuant to this deed; or
  - 17.1.2 on the release of any part of the Charged Assets from the security created by this deed.
- 17.2 The Chargee, any Receiver or administrator or any agent or attorney may retain and pay all matters mentioned in clause 17.1 out of money received under the powers conferred by this deed.

## **18. Costs**

The Chargor will pay to the Chargee on demand all costs, fees and expenses, including, but not limited to, legal fees and expenses, and taxes on such items incurred by the Chargee or for which the Chargee may become liable in connection with:

- 18.1 the preserving or enforcing of, or attempting to preserve or enforce, any of its rights under this deed;
- 18.2 any variation of or amendment or supplement to, any of the terms of this deed; and
- 18.3 any consent or waiver required from the Chargee in relation to this deed.

## **19. Payment**

- 19.1 All payments to be made by the Chargor following the occurrence of an Event of Default under this deed will be paid in immediately available, freely transferable

cleared funds to an account nominated from time to time by the Chargee for this purpose.

- 19.2 The Chargor will make all payments under this deed without set-off or counterclaim and without withholding or deducting, except where required by law, any Taxes. If the Chargor is required by law to make any such withholdings or deductions, the Chargor will pay to the Chargee additional amounts to ensure that the Chargee receives a net amount equal to the full amount it would have received if no withholding or deduction had been required.
- 19.3 If the Chargor pays any additional amount to the Chargee under clause 19.2 and the Chargee effectively obtains a refund of tax or credit against tax by reason of such payment, the Chargee will repay to the Chargor an amount equivalent to the tax credit.

## **20. Notices**

- 20.1 Any notices or other communication given under this deed must be in writing and served:
  - 20.1.1 by hand delivery to the recipient; or
  - 20.1.2 by first class recorded delivery post addressed to the relevant party's address as specified in this deed or such other address as a party may have last notified to the others.
- 20.2 Any notice given pursuant to clause 20.1 is deemed to have been served:
  - 20.2.1 if delivered by hand, at the time of delivery; and
  - 20.2.2 if sent by post, within 48 hours of posting, exclusive of Sundays.

## **21. Assignments**

- 21.1 This deed will be binding upon the respective heirs and successors of the parties.
- 21.2 The Chargor may not assign or transfer all or any part of its rights and/or obligations under this deed without the prior written consent of the Chargee, not to be unreasonably withheld.
- 21.3 This deed and all or any of the rights and obligations under it may be assigned or transferred by the Chargee. The Chargee will notify the Chargor promptly following any assignment.

## **22. General**

- 22.1 Time is of the essence of this deed both as regards the dates and periods mentioned and as regards any dates or periods which may be substituted for them in accordance with this deed or by agreement in writing by the parties.
- 22.2 Neither party will be affected by any delay or failure in exercising or any partial exercising of its rights under this deed unless he has signed an express written waiver or release.

- 22.3 The provisions of this deed and the rights and remedies of the parties under this deed are cumulative and are without prejudice and in addition to any rights or remedies at law or in equity. No exercise by a party of any one right or remedy under this deed, or at law or in equity will, except if the contrary is expressly stated, hinder or prevent the exercise by it of any such other right or remedy.
  
- 22.4 Any provision in this deed which is held by any competent court or tribunal to be illegal or unenforceable will to the extent necessary be regarded as omitted from this deed and the enforceability of the remainder will not be affected.
  
- 22.5 The Chargee, at any time and from time to time, may delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Chargee under this deed in relation to all or any part of the Charged Assets. Any such delegation may be made upon such terms and subject to such regulations as the Chargee may think fit. The Chargee will not be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate.
  
- 22.6 The construction, validity and performance of this deed are governed by the laws of England and the parties submit to the jurisdiction of the English courts.

**Schedule 1**  
**Definitions and interpretation**  
 (Clause 1)

1. In this deed, including the schedules, the following words and expressions have the following meanings:

<b>Business Day</b>	as defined in the Facility Letter.
<b>Charged Assets</b>	all the property and other assets of the Chargor which are charged under clause 3.
<b>Event of Default</b>	as defined in the Facility Letter.
<b>Facility Letter</b>	the facility letter from the Chargee to the Chargor dated on or about the date of this deed.
<b>Finance Documents</b>	as defined in the Facility Letter.
<b>IA 1986</b>	Insolvency Act 1986.
<b>Insurance</b>	the insurance of the Charged Assets referred to in clause 8.1.1.
<b>Intellectual Property Rights</b>	all patents, patent applications, know how, trade marks, service marks, trade and service mark applications, trade names, registered designs, design rights, copyrights or other similar industrial, intellectual or commercial right subsisting anywhere in the world.
<b>LPA 1925</b>	Law of Property Act 1925.
<b>Property</b>	the freehold property set out in Schedule 2.
<b>Receiver</b>	any receiver appointed over any Charged Assets whether under this deed or by order of the court on application by the Chargee and includes a receiver and manager and an administrative receiver.
<b>Secured Liabilities</b>	all monies and liabilities now or after the date of this deed due, owing or incurred by the Chargor to the Chargee in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Chargee under any Finance Documents or otherwise, except for any obligation which, if it were included here, would result in a



contravention of a prohibition against providing financial assistance in any jurisdiction.

**Security Interest**

any option, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, retention of title or other encumbrance of any kind securing, or any right conferring, a priority of payment in respect of any obligation of any person or a contractual right relating to shares or to any asset or liability.

**Taxes**

all present or future taxes, levies, duties, imports, charges, fees, deductions or withholdings of any nature which are imposed, levied, collected or withheld pursuant to any regulation having the force of law.

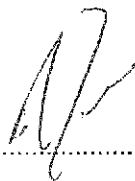
2. All references to a statutory provision include references to:
  - 2.1 any statutory modification, consolidation or re-enactment of it, whether before or after the date of this deed, for the time being in force;
  - 2.2 all statutory instruments or orders made pursuant to it; and
  - 2.3 any statutory provision of which that statutory provision is a re-enactment or modification.
3. Words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
4. The provisions of Schedule 1 apply unless the meaning attributed is inconsistent with the context of the relevant word or expression.
5. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this deed.
6. Any preliminary section and the clause headings are inserted for ease of reference only and do not affect the construction of this deed.

**Schedule 2**  
**Details of Property**

All that freehold property and buildings known as 104 St Johns Wood Terrace, London NW8 6PL as the same is registered at the Land Registry with title absolute under title number NGL306630.

Signed and delivered as a deed by  
**Monitor Securities Limited**  
 acting by a director  
 in the presence of:

Director



Witness' signature:



Witness' name:

.....David Eder, Solicitor  
 Stanmore Law Practice  
 51-53 The Broadway  
 Stanmore  
 Middx HA7 4DJ

Address:

Occupation:

Signed and delivered as a deed by  
**Willow Bay Investments Limited**  
 acting by the sole director  
 in the presence of:

Director

Witness' signature:

Witness' name:

Address:

Occupation: