

MR01

Particulars of a charge



Companies House

000308 / E13

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

You can use the Web
Please go to www.companieshouse.gov.uk

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

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



LD4 05/02/2014 #35

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 03362423

Company name in full Clandon Property Limited

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 16/01/2014

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 DN Consulting London Limited

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

MR01

Particulars of a charge

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

All that freehold property known as 47 and 49 Bridge Road, East Molesey KT8 9ER as the same is registered with Title Absolute at the Land Registry with Title Number SY691140

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

MR01

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8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X 

X

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

SOLICITOR ACTING FOR DN CONSULTING LONDON LIMITED

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
George Masfield

Company name
A City Law Firm LLP

Address
2 Devonshire Square

Post town
London

County/Region

Postcode
E C 2 M 4 U J

Country
England

DX

Telephone
0207 426 0382



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3362423

Charge code: 0336 2423 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2014 and created by CLANDON PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2014.

P

Given at Companies House, Cardiff on 7th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 16/1/ 2014

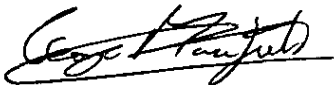
(1) DN CONSULTING LONDON LIMITED

and

(2) CLANDON PROPERTY LIMITED

LEGAL CHARGE

I HEREBY CERTIFY
THAT THIS IS A
TRUE COPY OF
THE ORIGINAL



GEORGE MASEFIELD

SOLICITOR

5 FEBRUARY 2014

A City Law Firm LLP
2 Devonshire Square
London EC2M 4UJ

THIS LEGAL CHARGE (this "Charge") is made on

2014

BETWEEN:

- (1) **Clandon Property Limited** (Company Registration no 03362423) whose registered office is at 745 Ampress Lane, Lymington, Hampshire SP41 8LW ("**Mortgagor**") and
- (2) **DN Consulting London Limited** (Company Registration no 8230251) whose registered office is at 16 Brompton Square, London SW3 2AD ("**Mortgagee**" which expression shall include its successors and assigns)

WHEREAS:

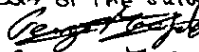
- (A) The Mortgagor is possessed of the Property (as described in Part I of the Schedule) subject to the covenants and conditions therein contained and subject to a charges as mentioned in Part II of the Schedule but otherwise free from encumbrances
- (B) The Mortgagor hereby covenants with the Mortgagee that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Mortgagee all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Mortgagee by the Principal Debtor and/or Mortgagor

1. DEFINITIONS AND INTERPRETATION

In this Charge

- 1 1 "**Act**" means the Law of Property Act 1925,
- 1 2 "**Interest Rate**" means interest charged at 4 over The Royal Bank of Scotland's base rate from time to time in force,
- 1 3 "**Property**" (subject to clause 3) means the property referred to Part I of the Schedule, all fixtures and fittings in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity, and where the context admits references to 'the Property' include any part of it,
- 1 4 "**Principal Debtor**" means Michael Hall of 38 Lauriston Road Wimbledon London SW19 4TQ
- 1 5 "**Sums Secured**" means
 - 1 5 1 £115,000 00,
 - 1 5 2 all moneys obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due, owing or incurred by the Principal Debtor or the Mortgagor to the Mortgagee under the terms of this Charge whether present future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style or in any other manner whatsoever,
 - 1 5 3 all other liabilities whatsoever of the Principal Debtor to the Mortgagee present or future actual or contingent including liabilities as surety or guarantor, and

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- 1.5.4 all costs, charges and expenses owed to or incurred directly or indirectly by the Mortgagee in relation to this security or any other security held by the Mortgagee in connection with advances or other facilities offered to the Principal Debtor or in relation to the exercise of any of the powers conferred by or the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis whether they are the sole liability of the Principal Debtor or a joint liability of the Principal Debtor with any other person firm or company, together with all interest, commissions and charges such interest being computed in each case according to the usual mode of the Mortgagee and so that interest shall be payable at the same rate as well after as before any judgment
- 1.6 If the Mortgagor consists of more than one person the term 'the Mortgagor' shall be construed as referring to all or anyone or more of those persons and the obligations of the Mortgagor shall be joint and several. The interest of anyone of them in the Property shall not be released from the security created by this Charge nor shall the security created by this Charge be discontinued by reason of this Charge not being or ceasing to be binding upon the interests in the Property
- 1.7 The expression 'the Mortgagor' where the context admits includes its successors in title and assigns
- 1.8 References to the 'the Property' include any part of it and includes all covenants and rights affecting or concerning the same. 'The Property' also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 1.9 Headings contained in this deed are for reference purposes only and should not be incorporated into this Charge and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate
- 1.10 Each of the provisions of this Charge shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

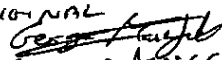
2. LEGAL CHARGE

The Mortgagor with full title guarantee charges the Property by way of legal mortgage as a continuing security to the Mortgagee for the payment or discharge by the Principal Debtor on demand by the Mortgagee of the Sums Secured

3. COVENANT TO PAY

- 3.1 The Mortgagor covenants with the Mortgagee that the Mortgagor will pay to the Mortgagee or discharge all Sums Secured due owing or incurred to the Mortgagee by the Principal Debt or for which the Mortgagor shall be liable on the due date or dates for payment or discharge or, in the absence of an agreed or specified due date, immediately on demand by the Mortgagee
- 3.2 If the Mortgagor fails to pay to the Mortgagee or to discharge any Sums Secured for which it is liable when due the Mortgagor shall pay the Mortgagee on demand interest at the Interest Rate on such Sums Secured which interest shall accrue from

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5 FEBRUARY 2014

day to day and may be compounded in accordance with the usual practice of the Mortgagee to the extent that it shall remain unpaid

4. CONTINUING SECURITY

4.1 This Charge shall be a continuing security

5. PRESERVATION OF SECURITY

5.1 If any of the Sums Secured are at any time void or unenforceable against the Mortgagor for any reason this Charge shall nevertheless secure the same amount as that which it would have secured had the Sums Secured not been void or unenforceable

5.2 The security created by this Charge shall not be released or affected by any failure by the Mortgagee to take any security or by any other security held by the Mortgagee or any intended security in respect of the Sums Secured being void or unenforceable or not completed or perfected

5.3 This Charge is in addition to any other security present or future held by the Mortgagee in respect of the Sums Secured and shall not merge with or prejudice such other security or any contractual legal rights of the Mortgagee

6. PRESERVATION OF THE MORTGAGEE'S CLAIMS

Until all claims of the Mortgagee in respect of the Sums Secured have been discharged in full the Mortgagor shall not be entitled to participate in any security held by the Mortgagee or money received by the Mortgagee in respect of the Sums Secured

7. ENFORCEMENT EVENTS

If any of the following events shall occur the Sums Secured shall become immediately due and payable at any time on demand by the Mortgagee (but without prejudice to any other right or remedy of the Mortgagee) and the Mortgagor shall cease to be under any further obligation to the Mortgagee

- a) either of the Principal Debtor or the Mortgagor fails to pay any of the Sums Secured when due,
- b) the Mortgagor commits any breach of any covenants or other provisions of this Charge and Resuch breach is not capable of remedy,
- c) any encumbrance on or over the business assets rights or revenues of the Principal Debtor and/or the Mortgagor becomes enforceable,
- d) an encumbrancer takes possession or a receiver or administrative receiver or manager or supervisor or liquidator or administrator or sequestrator is appointed of the whole or any part of the undertaking assets rights or revenues of the Principal Debtor and/or Mortgagor or a distress or other process is levied or enforced upon any of the assets rights or revenues of the Principal Debtor and/or the Mortgagor,

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- e) the Mortgagor is, or is adjudicated or found to be, insolvent, or suspends payment of its respective debts or is (or is deemed to be) unable to or admits inability to pay its respective debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Principal Debtor and/or the Mortgagor under any law regulation or procedure relating to reconstruction or adjustment of debt,
- f) any person takes any action or any legal procedure is commenced or other steps are taken with a view to the Mortgagor being wound up or dissolved, or
- g) an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Insolvency Act 1986 against the Principal Debtor and/or the Mortgagor or a bankruptcy petition is presented to the Court or the circumstances of the Principal Debtor are such that a bankruptcy petition could be presented under Part IX of the Insolvency Act 1986 or the Principal Debtor and/or the Mortgagor enters into a deed of arrangement or composition with his/its creditors

8. ENFORCEMENT

Section 103 of the Act shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under sections 101 and 109 of the Act (as varied and extended under this deed) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise at any time after the Mortgagee shall have demanded payment of any of the Sums Secured or after the breach by the Mortgagor of any provisions of this Charge or the occurrence of an Enforcement Event under clause 8 above

9. RECEIVERS

- 9.1 Any Receiver appointed by the Mortgagee shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or several/y
 - 9.1.1 To take possession of and generally manage the Property,
 - 9.1.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment,
 - 9.1.3 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 covenant (positive or restrictive) affecting the land,
 - 9.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property,
 - 9.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor,

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George Mares
GEORGE MARES, GLD
Solicitor

A City Law Firm LLP
2 Devonshire Square
London EC2M 4UJ

5 FEBRUARY 2014



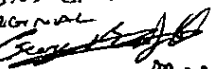
- 9 1 6 To take continue or defend and proceedings and enter into any arrangement or compromise,
- 9 1 7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,
- 9 1 8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies,
- 9 1 9 To borrow any money and secure the payment of any money in priority to the Sums Secured for the purpose of the exercise of any of his powers, and
- 9 1 10 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 Property
- 9 2 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Act

10. REPAIR AND INSURANCE

10 1 The Mortgagor shall

- 10 1 1 keep the Property in a good state of repair and condition, paying the rents and observing and performing the covenants on the part of the tenant reserved by or contained in any lease under which any leasehold premises included in the Property is held,
- 10 1 2 keep the Property insured against loss or damage by fire and other usual risks and such other risks as the Mortgagee may require in the full amount of its insurable value in such name or names and in such offices as the Mortgagee approves or at Lloyd's,
- 10 1 3 pay all premiums and money necessary to effect and keep up the insurance on the first day on which it ought to be paid,
- 10 1 4 have the interest of the Mortgagee noted on the policy, and
- 10 1 5 if the Mortgagee so requires deliver to the Mortgagee the policy and the receipt for every premium payable in respect of it
- 10 2 If default is made at any time in keeping the Property in repair, effecting or keeping up insurance, or producing any policy or receipt to the Mortgagee on demand, the Mortgagee may put or keep the Property in repair, with power to enter upon the Property for that purpose but without in consequence becoming a mortgagee in possession, or may insure in any manner the Mortgagee may think expedient All costs incurred by the Mortgagee under this provision shall be deemed to be properly incurred by the Mortgagee
- 10 3 All money received on any insurance whatsoever in respect of loss or damage to the Property, whether or not effected or maintained pursuant to this deed, shall be paid to the Mortgagee or held in trust by the Mortgagor pending such payment to be applied

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Solicitor 5 February 2014

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in making good the loss or damage in respect of which the money is received or if the Mortgagee so requires in or towards payment of the money for the time being secured by this Charge

11. PERFECTION OF SECURITY

The Mortgagor consents to an application being made by the Mortgagee to the land Registrar for the following restriction in Form P to be registered against its title to the Property

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of DN Consulting London Limited referred to in the charges register [or [their conveyancer or specify appropriate details]] "

12. CONSOLIDATION

The restriction on the right of consolidating mortgage securities which is contained in section 93 of the Act shall not apply to this security

13. NO SEPARATE RIGHTS AS SURETY

None of the persons included in the expression 'the Mortgagor' shall as against the Mortgagee be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression the Mortgagor

14. INDULGENCE

This security shall not be affected or prejudiced by the Mortgagee

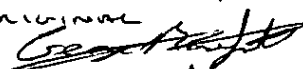
- 14 1 holding or taking any other or further securities or guarantees,
 - 14 2 varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying, renewing or determining any credit, in each case either to the Principal Debtor or to the Mortgagor or both
 - 14 3 giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition, in each case either from the Principal Debtor or the Mortgagor or both, or any person or persons liable on any bills of exchange, promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Mortgagee, or by any other act or thing that apart from this provision would or might afford an equitable defence to a surety,
- or by any other act or thing that apart from this provision would or might afford an equitable defence to a surety

15. MORTGAGOR'S RESPONSIBILITY FOR THE PRINCIPAL DEBTOR'S LIABILITY

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A City Law Firm LLP
2 Devonshire Square
London EC2M 4UJ


GEORGE MASAFIOLO
SOLICITOR

5 FEBRUARY 2014

As a separate and independent stipulation the Mortgagor agrees that any indebtedness or liability incurred or purported to be incurred by the Principal Debtor or by any person purporting to act on behalf of the Principal Debtor that is not recoverable from the Principal Debtor by reason of any legal limitation disability or incapacity on or of the Principal Debtor or any other fact or circumstance whether known to the Mortgagee or the Mortgagor or not, shall nevertheless be recoverable in relation to this security, which in any such case is to stand as security to the Mortgagee for such indebtedness or liability as though it had been incurred by the Mortgagor and the Mortgagor were the sole or principal debtor in respect of it

16. MORTGAGEE'S DEALINGS WITH MONEY RECEIVED

The Mortgagee may at any time place and keep for such time as the Mortgagee thinks prudent any money received recovered or realised by virtue of this security or under any other guarantee or security to the credit either of the Mortgagor or such other person or transaction, if any, as it thinks fit, without any intermediate obligation on its part to apply it or any part of it in or towards the discharge of the money as stated above or any intermediate right on the part of the Mortgagor to sue the Principal Debtor or prove in the bankruptcy liquidation or insolvency of the Principal Debtor in competition with or so as to diminish any dividend or other advantage that would or might come to the Mortgagee or to treat the liability of the Principal Debtor as diminished

17. POWER OF ATTORNEY

The Mortgagor irrevocably appoints the Mortgagee and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act to sign or execute all deeds instruments documents or take continue or defend any proceedings which may be required by the Mortgagee or any Receiver pursuant to this Charge or the exercise of any of their powers

18. FURTHER ASSURANCE

The Mortgagor will at the Mortgagor's own cost at the Mortgagee's request execute any deed or document and take any action required by the Mortgagee to perfect this security or further secure the Secured Sums on the Property

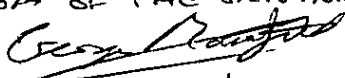
19 POWER TO ENTER INTO MORTGAGE

19 1 The Mortgagor certifies that this Charge does not contravene any of the provisions of

19 1 1 the memorandum or articles of association or other documents governing or comprising the constitution or incorporation of any company comprised in the Mortgagor, and

19 1 2 any legal or equitable agreement to which it is a party and the Mortgagor has obtained all necessary authorisations and consents to enter into this Charge

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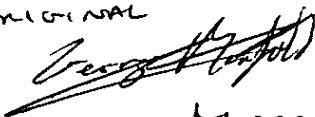
20. DEMANDS

Any demand made by the Mortgagee under this Charge shall be in writing signed by any of its officers and may be served by leaving it at or sending it through the post in a prepaid envelope addressed to the company, firm or person on whom the demand is to be made, at the address last known to the Mortgagee as the registered or principal office or as the case may be place of business or abode of the company, firm or person. A demand so served shall be effective, notwithstanding that it may later be returned undelivered, at the time it was so left or as the case may be at the expiry of 48 hours after it was posted excluding Saturdays, Sundays and Bank or Public Holidays.

21. GOVERNING LAW

This Charge shall be governed by and construed in accordance with English Law.

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GEORGE MASEFIELD

Solicitor

5 FEBRUARY 2014

SCHEDULE

PART I

The Property

All that freehold property known as 47 and 49 Bridge Road, East Molesey KT8 9ER as the same is registered with Title Absolute at the Land Registry with Title Number SY691140

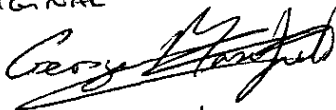
PART II

The Charges

A registered charge dated 20 September 2012 in favour of Investec Bank Plc (Company Registration No 489604) of 2 Gresham Street London EC2V 7QP and referred to at entries 4, 5 and 3 of the Charges Register of the Property

A registered charge in favour of Davenport Lyons LLP (Company Registration No OC300136) of 30 Old Burlington Street London W1S 3NL and referred to at entries 4, 5 and 3 of the Charges Register of the Property

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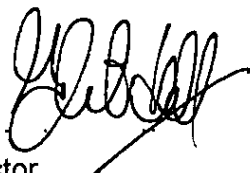
This Charge has been entered into as a deed at the date stated at the beginning of it

Executed as a deed for and on behalf of

CLANDON PROPERTY LIMITED

acting by a director in the

presence of




Director

Witness

Signature

Name

Address



PAULA SMITH.

C/O OBSSIDIAN EUROPE LTD.

Occupation

EXECUTIVE ASSISTANT

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GEORGE MASEFIELD
SOLICITOR

5 FEBRUARY 2014

A City Law Firm LLP
2 Devonshire Square
London EC2M 4UJ

Executed as a deed for and on behalf of
DN CONSULTING LONDON LIMITED
acting by a director in the
presence of




Director

Witness

Signature

Name

Address


PAULA SMITH.
C/O OBSIDIAN EUROPE LTD.

Occupation

EXECUTIVE ASSISTANT.

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5 FEBRUARY 2014

A City Law Firm LLP
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Meeting of the Board of Directors of Clandon Property Limited (registered number 03362423) (Company) held

On 16/01/14


There were produced to the meeting the following document (Charge)

- A second legal charge over land and buildings known as 47 and 49 Bridge Road, East Molesey KT8 9ER as the same is registered with Title Absolute at the Land Registry with Title Number SY691140 to be given by the Company in favour of DN Consulting London Limited (Company Registration no 8230251) (Mortgagee) to pay or discharge to the Mortgagee all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Mortgagee by the Michael Hall of 38 Lauriston Road Wimbledon London SW19 4TQ (Principal Debtor)

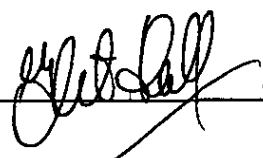
IT WAS RESOLVED

- 1 That any director is authorised to sign the Charge on behalf of the Company, with their signature witnessed by an independent third party, to indicate acceptance of the terms and conditions

Certified to be a true extract from the minutes of a duly convened meeting of the Board of Directors validly held on the date shown above

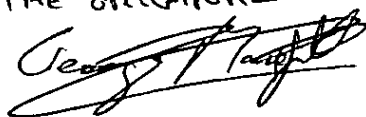


Adk.
Secretary



Director

I HEREBY CERTIFY
THAT THIS IS A
TRUE COPY OF
THE ORIGINAL



GEORGE MASEFIELD
SOLICITOR

5 FEBRUARY 2014