



**Registration of a Charge**

Company name: **Bellis Homes Limited**

Company number: **09038226**

Received for Electronic Filing: **19/09/2016**



X5FVC9MR

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**Details of Charge**

Date of creation: **13/09/2016**

Charge code: **0903 8226 0005**

Persons entitled: **DUMORE INVESTMENTS LIMITED  
BLUELAUREL LIMITED  
PICCADILLY BRIDGE CAPITAL LIMITED  
UNICOURT FINANCE LIMITED**

**There are more than four persons entitled to the charge.**

Brief description: **MEMBERSHIP INTERESTS IN 94 CAMLET WAY LLP**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **SOPHIE PLACZEK**



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

Company number: 9038226

Charge code: 0903 8226 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2016 and created by Bellis Homes Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2016 .

Given at Companies House, Cardiff on 20th September 2016

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



**Companies House**



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

Dated

13 September

2016

**Bellis Homes Limited**

and

**Dumore Investments Limited Bluealurel Limited and Others**

and

**94 Camlet Way LLP**

**Charge Over**

**Membership Interests in 94 Camlet Way LLP**

Teacher Stern LLP 37-41 Bedford Row London WC1R 4JH

t +44 (0)20 7242 3191 f 177 Chancery Lane w www.teacherstern.com

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## Deed of Charge over Membership Interests

Dated *13 September* 2016

### Between

- (1) **Bellis Homes Limited** (a company incorporated in England and Wales with number 09038226) whose registered office is situate at Cambridge House Cambridge Road Harlow Essex CM20 2EQ (the Chargor);
- (2) **Dumore Investments Limited** (a company incorporated in the Isle of Man with company number 012907V) whose registered office is at P O Box 95, 2a Lord Street, Douglas, Isle of Man, IM99 1HP and **Bluel Laurel Limited** (a company incorporated in England and Wales with company registration number 04805800) whose registered office is at Clarence Street Chambers 32 Clarence Street Southend on Sea SS1 1BD and **Piccadilly Bridge Capital Limited** (a company incorporated in England and Wales with company registration number 10233826) whose registered office is at RMAI, Level 1, 10 Piccadilly, London, W1J 0DD and **Unicourt Finance Limited** (a company incorporated in England and Wales with company registration number 09481815) whose registered office is at Little Acre, East End Way, Pinner, Middlesex HA5 3BS and **Lyell Trading Limited** (a company incorporated in England and Wales with company registration number 08747022) whose registered office is at Blackfinch House, Chequers Close, Malvern, Worcs, WR14 1GP and **Everline Finance 1 Limited** (a company incorporated in the British Virgin Islands with company registration number 1890955) whose registered office is situate at Commerce House Wickhams Cay 1 P O Box 3140 Road Town Tortola British Virgin Islands and **M I Limited** (a company incorporated in Jersey with company registration number 111817) whose registered office is situate at 9 Waterloo Street St Helier Jersey JE2 4WT (the Lender); and
- (3) **94 Camlet Way LLP** (a limited liability partnership incorporated in England and Wales with company registration number OC397138) whose registered office is at Grenville House Grenville Avenue Broxbourne Herts EN10 7DH (the Borrower)

### Recitals

- (A) Pursuant to the Facility Agreement (as defined in clause 1 below), the Lender has agreed to make available to the Borrower a loan facility.
- (B) It is a condition of the Lender making such facility available to the Borrower that certain security (including the charge over membership interests in the Borrower constituted by this Deed) be granted to the Lender.
- (C) As security for such facility, the Chargor has agreed to charge its membership interests in the Borrower, as continuing security to the Lender.

### Now this Deed witnesses as follows:

#### 1. Definitions and Interpretation

- 1.1 In this Deed the following words and expressions shall have the following meanings unless the context otherwise requires:

<b>Charged Property</b>	the property and rights of the Chargor which are the subject of any security created or purported to be created by this Deed;
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<b>Encumbrance</b>	any mortgage charge pledge lien assignment hypothecation security interest title retention preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment;
<b>Event of Default</b>	has the meaning attributed to it in the Facility Agreement;
<b>Facility Agreement</b>	the facility agreement dated on or about the date hereof between, inter alia, the Borrower and the Lender
<b>Interest Rate</b>	the rate of interest as payable by the Borrower under the Facility Agreement;
<b>LPA</b>	the Law of Property Act 1925;
<b>LLP Agreement</b>	the limited liability partnership agreement relating to the Borrower dated <b>17 26 JANUARY 2015</b> <span style="float: right;">15</span>
<b>Membership Interests</b>	any amount or other benefit, whether by way of allocation of profit, return of capital or in accordance with any other right to receive any benefit, amount, distribution or asset from the Borrower pursuant to the LLP Agreement or otherwise and any asset or rights received pursuant to such right, title, benefit and interests; and
<b>Secured Liabilities</b>	all monies 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 Borrower to the Lender under the terms of the Facility Agreement;

- 1.2 References to clauses are to the clauses to this Deed unless otherwise stated
- 1.3 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Deed
- 1.4 Except to the extent the context otherwise requires any reference in this document to 'this Deed' and any other document referred to in it includes any instruments amending varying supplementing novating or replacing the terms of any such documents from time to time
- 1.5 References to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity
- 1.6 References to any person are to be construed to include references to that person's successors and permitted transferees and assigns
- 1.7 Unless otherwise specified, words importing a singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa
- 1.8 References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Deed) and are to include any orders

regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision

## **2. Covenant to Pay**

- 2.1 The Chargor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities to the Lender as and when the same fall due provided that the liability of the Chargor under this Clause shall at any time of determination be limited to the realisable value of the Charged Property and, accordingly, the Lender shall be entitled to have recourse only to such assets and the proceeds thereof
- 2.2 All sums payable by the Chargor under this Deed shall be paid without any set-off or counterclaim whatsoever provided further that if the Chargor is required by reason of any change after the date of this Deed in (or in the interpretation administration or application of) any law or double taxation agreement or any published practice or concession of any relevant taxing authority to make any deduction or withholding the amount of the payment due from the Chargor shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required

## **3. Charge**

- 3.1 As continuing security for the payment and discharge of the Secured Liabilities by the Borrower the Chargor with full title guarantee (with the intent that the security so constituted shall extend to all beneficial interests of the Chargor in the Charged Property and to any proceeds of sale or other realisation of the Charged Property or any part of it) charges by way of first fixed charge the Membership Interests owned by the Chargor to the Lender
- 3.2 The Membership Interests are warranted by the Chargor to be within the Chargor's own disposition and control and to be free from any prior Encumbrance of any nature

## **4. Deposit of Title Documents and Further Assurance**

- 4.1 To the extent that it has not already done so, the Chargor shall on the execution of this Deed deposit with the Lender all membership certificates or other documents of title to or representing the Charged Property together with such duly executed transfers or assignments in favour of the Lender as the Lender may require to perfect the title of the Lender to all or any part of the Charged Property to the intent that the Lender may at any time after the occurrence of an Event of Default without notice present them for registration
- 4.2 For so long as no Event of Default has occurred the Lender shall hold all interest and other income deriving from and received by it in respect of the Charged Property for the account of the Chargor and shall promptly pay such dividends interest and other income to the Chargor on request; and
- 4.3 Without prejudice to anything else contained in this Deed the Chargor and/or the Borrower shall at any time at the request of the Lender but at the cost of the Chargor promptly sign seal execute deliver and do all deeds instruments transfers renunciations proxies notices documents acts and things in such form as the Lender may from time to time reasonably require for creating perfecting or protecting the security over the Charged Property or any part of it or for facilitating its realisation

## **5. Representations Warranties and Covenants by the Chargor**



- 5.1 The Chargor represents and warrants to the Lender and undertakes that:
- 5.1.1 it is and will be the sole absolute and beneficial owner and the registered holder of all of the Charged Property free from Encumbrances with full title guarantee and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Deed ) on or over the Charged Property;
- 5.1.2 it has not sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of their right title and interest in and to the Charged Property or any part of it and will not do any of the foregoing at any time during the subsistence of this Deed
- 5.1.3 it has and will at all times have the necessary power to enter into and perform its obligations under this Deed;
- 5.1.4 this Deed constitutes legal valid binding and enforceable obligations and is a security over all and every part of the Charged Property effective in accordance with its terms; and
- 5.1.5 this Deed does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Chargor is a party or by which the Chargor is bound
- 5.2 The Chargor undertakes to the Lender to provide a copy of any report accounts circular or notice received in respect of or in connection with any of the Charged Property to the Lender as soon as reasonably practicable following receipt by the Chargor
- 5.3 The Chargor shall promptly pay all payments due and will discharge all other obligations in respect of any part of the Charged Property and if the Chargor fails to fulfil any such obligations the Lender may, but shall not be obliged to, make such payments on behalf of the Chargor in which event any sums so paid shall be reimbursed on demand by the Chargor to the Lender together with interest at the Interest Rate from the date of demand by the Lender until repayment whether before or after judgment
- 5.4 The Chargor shall indemnify the Lender on a full indemnity basis against all payments due in relation to the Charged Property and any defect in the Chargor's title to the Charged Property and against all actions proceedings losses costs claims and demands suffered or incurred in respect of anything done or omitted by the Chargor in any way relating to the Charged Property (where such act or omission is in accordance with the terms of this Deed) or in the exercise or purported exercise of the powers contained in this Deed by the Lender
- 5.5 Neither the Borrower nor the Chargor shall do or cause or permit anything to be done which may adversely affect the security created or purported to be created by this Deed or which is a variation or abrogation of the rights attaching to or conferred by all or any part of the Charged Property without the prior written consent of the Lender
- 6. Rights of the Lender**
- 6.1 The Lender may at its discretion (in the name of the Chargor or otherwise and without consent or authority, but subject to clause 4.2 and only after the occurrence of any Event of Default) exercise the following rights and powers in respect of the Charged Property:

- 6.1.1 any voting rights and any powers or rights which may be exercised by the person or persons in whose name or names the Charged Property is registered; and
- 6.1.2 all the powers given to trustees by Section 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of securities or property subject to a trust
- 6.2 Subject to clause 4.2 and only after the occurrence of an Event of Default, any interest and other income deriving from the Charged Property received by the Chargor shall be held on trust for the Lender and, upon the request of the Lender, shall be remitted promptly to such account as the Lender may direct and, once such interest and/or other income has been received by the Lender (whether from the Chargor, the Borrower or otherwise), such interest and other income may be applied by the Lender as though they were the proceeds of sale
- 6.3 The powers conferred on the Lender by this Deed are solely to protect its interests in the Charged Property and shall not impose any duty on it to exercise any such powers. The Lender shall not have any duty as to any Charged Property and shall incur no liability for:
  - 6.3.1 ascertaining or taking action in respect of any Charged Property or the nature or sufficiency of any payment relating thereto whether or not the Lender has or is deemed to have knowledge of such matters; or
  - 6.3.2 taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Charged Property
- 6.4 The Lender shall not be liable for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Charged Property or for any negligence or default by its nominees or agents (save for the wilful misconduct or gross negligence of such nominees and agents) or for any other loss of any nature whatsoever in connection with the Charged Property save for any loss which may result from a failure by the Lender to comply with its duties as a mortgagee in possession

## **7. Event of Default**

- 7.1 If any Event of Default shall occur and be continuing then:
  - 7.1.1 the Lender may at any time thereafter declare the Secured Liabilities (or such of them as the Lender may specify) immediately due and payable or payable forthwith on demand by the Borrower; and
  - 7.1.2 the security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the LPA as varied or extended by this Deed shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise
- 7.2 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the LPA immediately on the execution of this Deed and Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Deed

## **8. Power of Sale**

At any time after the security constituted by this Deed has become enforceable the Lender may without further notice to the Chargor exercise the power to sell or otherwise dispose of the whole or any part of the Charged Property, in such manner and on such terms and for such consideration (whether payable immediately or by instalments) as the Lender shall in its absolute discretion think fit and without liability for loss whatsoever save for any loss which may result from a failure by the Lender to comply with its duties as a mortgagee in possession, and may (without prejudice to any right which they may have under any other provision of this Deed) treat such part of the Charged Property as consists of money as if it were the proceeds of such a sale or other disposal. The Lender shall after the payment of any claims having priority to the security created by this Deed apply the proceeds without prejudice to the right of the Lender to recover any shortfall from the Chargor in paying the costs of sale or other disposal and in or towards the discharge of the Secured Liabilities in such order as the Lender in its absolute discretion thinks fit and the surplus (if any) of such proceeds shall be paid to the person or persons entitled to it

## **9. Protection of Third Parties**

No purchaser mortgagee or other person dealing with the Lender shall be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Deed or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender as if the Secured Liabilities had become due and the statutory powers of sale in relation to the Charged Property had arisen on the date of this Deed

## **10. Power of Attorney**

- 10.1 The Chargor by way of security irrevocably appoints the Lender to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments transfers renunciations proxies notices documents acts and things which the Chargor is obliged to do under the covenants and provisions contained in this Deed and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Deed or by the LPA on the Lender and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities or discretions conferred on the Lender pursuant to this Deed
- 10.2 The Chargor ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of clause 10.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Lender under this Deed

## **11. Discharge of Security**

- 11.1 The security constituted by this Deed shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever including the bankruptcy of the Chargor and/or the insolvency of the Borrower and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full by the Borrower

- 11.2 Upon the irrevocable payment or discharge in full of the Secured Liabilities the Lender will or will procure that its nominees will (as the case may be) at the request and cost of the Chargor retransfer to the Chargor all the Lender's right title and interest in or to the Charged Property free from this Deed

## **12. Avoidance of Payments**

- 12.1 No assurance security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under Sections 238 245 of the Insolvency Act 1986 or similar legislation binding on the Chargor in a jurisdiction other than England and Wales and no release settlement or discharge given or made by the Lender on the faith of any such assurance security or payment shall prejudice or affect the right of the Lender to recover from the Borrower (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by them pursuant to or otherwise incurred in connection with such process) or to enforce as against the Chargor the security created by or pursuant to this Deed to the full extent of the Secured Liabilities

## **13. Custody**

The Lender shall be entitled to provide for the safe custody by third parties of all documents of title deposited with the Lender or its nominees relating to the Charged Property and shall not be responsible for any loss of or damage to any such documents.

## **14. Costs**

- 14.1 The Chargor shall on demand and on a full indemnity basis pay to the Lender the amount of all costs and expenses and other liabilities (including legal and out of pocket expenses and any Value Added Tax on such costs and expenses) which the Lender reasonably and properly incurs in connection with:

- 14.1.1 any stamping or payment of stamp duty reserve tax or registration of this Deed or any transfer of the Charged Property pursuant hereto;

- 14.1.2 any actual or proposed amendment of or waiver or consent under or in connection with this Deed;

- 14.1.3 any discharge or release of this Deed; or

- 14.1.4 the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Deed,

together with interest thereon at the Interest Rate from the date of demand until the date of payment by the Chargor whether before or after judgment.

## **15. Communications**

- 15.1 Every notice or other communication to be given under this Deed shall be given in writing, delivered personally or sent by first class prepaid letter or email and be sent to the address of the receiving party and to the email address of the recipient as set out below.

- 15.2 A copy of any notice or other communication sent by the Borrower to any Lender must be simultaneously sent by the Borrower to Avamore Capital Limited at 1-3 Frederick's Place, London EC2R 8AE

**The Chargor:**

Address: Cambridge House Cambridge Road Harlow Essex CM20 2EQ

Attention: The Directors

Fax Number:

**The Lender:**

Dumore Investments Limited

Address: P O Box 95, 2a Lord Street, Douglas, Isle of Man, IM99 1HP

Fax Number:

Attention: Zain Mirza

Blueaurel Limited

Address: 1-3 Frederick's Place, London EC2R 8AE

Fax Number:

Attention: Michael Dean

Piccadilly Bridge Capital Limited

Address: RMAI, Level 1, 10 Piccadilly, London, W1J 0DD

Fax Number:

Attention: Rob Aldridge

Unicourt Finance Limited

Address: Little Acre, East End Way, Pinner, Middlesex HA5 3BS

Fax Number: 020 8868 1444

Attention: Jonathan Coren

Lyell Trading Limited

Address: Blackfinch House, Chequers Close, Malvern, Worcs, WR14 1GP

Fax Number: 020 7160 9319

Attention: Richard Cook

Everline Finance 1 Limited

Address: c/o London Wall Private Office LLP, 7 Old Park Lane, London W1K 1QR

Fax Number: 020 3322 5552

Attention: David Mansour

M I Limited

Address: 9 Waterloo Street, St Helier, Jersey JE2 4WT

Fax Number:

Attention: James Martingale

**The Borrower:**

Address: Grenville House Grenville Avenue Broxbourne Herts EN10 7DH

Attention: The general partner

Fax Number:

- 15.3 Any notice or other communication given shall be deemed to have been received:
- 15.3.1 if sent by email, when received in legible form;
- 15.3.2 if given by hand on the day of actual delivery; and
- 15.3.3 if posted, on the second business day following the day on which it was despatched by first class mail postage, prepaid

provided that a notice given as described in this clause upon a day which is not a business day or after 4.30pm on a business day shall be deemed to have been received on the next business day

**16. Miscellaneous**

- 16.1 No delay or omission on the part of the Lender in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed or that or any other right or remedy
- 16.2 The Lender's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient
- 16.3 Any waiver by the Lender of any terms of this Deed or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given
- 16.4 The security constituted by this Deed shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice or affect any Encumbrance which the Lender may now or at any time in the future hold for or in respect of the Secured Liabilities or any part of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Lender in perfecting or enforcing any remedies securities guarantees or rights it may now or in the future have from or against the Chargor or the Borrower or any other person or any waiver

release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right

- 16.5 If at any time any one or more of the provisions of this Deed is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Deed nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

**17. Law and Jurisdiction**

This Deed is governed by and shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts

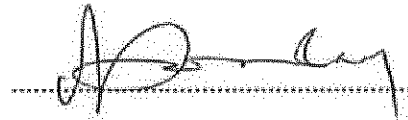
In Witness whereof the parties have executed and delivered this Deed the day and year first before written

Executed as a Deed and Delivered by

**Bellis Homes Limited**

acting by a director

in the presence of:



Director

Witness Signature



Name of Witness

DAVID MILLER

Address of Witness

TEES LAW  
TEES HOUSE  
95 LONDON ROAD  
BISHOPS STORTFORD  
HERTS CM23 3GW

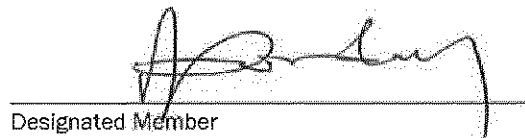
Occupation

SOLICITOR

Executed as a Deed and Delivered by

**94 Camlet Way LLP**

acting by a designated member in the  
presence of:-



Designated Member

Witness signature



Witness full name

AS ABOVE

Witness address



Witness

occupation



Executed as a Deed and delivered by

by **Blue laurel Limited**

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

Witness  
occupation.....

\_\_\_\_\_  
Director

Executed as a Deed and delivered by

**Dumore Investments Limited**

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

Witness  
occupation.....

\_\_\_\_\_  
Director

Executed as a Deed and delivered by

**Piccadilly Bridge Capital Limited**

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

Witness  
occupation.....

\_\_\_\_\_  
Director

Executed as a Deed and delivered by

**Unicourt Finance Limited**

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness  
occupation.....

\_\_\_\_\_  
Director

**Signed as a Deed**

by **Lyell Trading Limited**

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness  
occupation.....

\_\_\_\_\_  
Director

**Signed as a Deed**

by **Everline Finance 1 Limited**

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness  
occupation.....

\_\_\_\_\_  
Director

Signed as a Deed

)  
)  
)

by **M I Limited**

\_\_\_\_\_  
Director

acting by a Director in the presence of:-

Witness signature.....

Witness full name.....

Witness address.....

\*\*\*\*\*

Witness  
occupation.....