Registration of a Charge

Company name: HARROW HOLDINGS LIMITED

Company number: 10832341

Received for Electronic Filing: 29/08/2017



Details of Charge

Date of creation: 23/08/2017

Charge code: 1083 2341 0001

Persons entitled: KAMMEO INVESTMENTS LIMITED

Brief description: THE FREEHOLD PROPERTY KNOWN AS QUEENS HOUSE, KYMBERLEY

ROAD, HARROW, HA1 1YZ BEING PART OF THE PROPERTY REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER NGL386889 AS SHOWN EDGED RED ON THE ATTACHED PLAN.

Contains fixed charge(s).

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: TOM GINOT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10832341

Charge code: 1083 2341 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2017 and created by HARROW HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th August 2017.

Given at Companies House, Cardiff on 31st August 2017

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





Dated 23 August 2017

LEGAL CHARGE

BETWEEN

(1) HARROW HOLDINGS LIMITED

(the "Chargor")

and

(2) KAMMEO INVESTMENTS LIMITED

(the "Chargee")

Relating to the freehold property known as Queens House, Kymberley Road, Harrow HA1 145 registered at HM Land Registry under title number NGL386889

55 2.08.2017

Solomon Taylor & Shaw
3 Coach House Yard
Hampstead High Street
London NW3 1QD
Tel No. 020 7317 8694
Fax No. 020 7794 7485

DX 144580 Hampstead 2

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THIS CHARGE is made on 23rd August 2017

BETWEEN:

- (1) HARROW HOLDINGS LIMITED incorporated and registered in England and Wales with company number 10832341 whose registered office is at 15 Woodlands, London, England, NW11 9QJ (the "Chargor") and
- (2) **KAMMEO INVESTMENTS LIMITED** incorporated and registered in the British Virgin Islands with company number 1816989 whose registered office is at Craigmuir Chambers, PO Box 71, Road Town, Tortola British Virgin Islands (the "**Chargee**").

BACKGROUND

- (A) Defined terms herein have the meaning set out in clause 1 below.
- (B) Pursuant to a loan agreement entered into by the Chargor and the Chargee on or about the date hereof the Chargee has advanced a loan of £8,850,000 (the "Loan") to the Chargor (the "Loan Facility").
- (C) Pursuant to the terms of the Loan Facility the Chargor has agreed to enter into this Charge in favour of the Chargee as security for the repayment of the Loan.

1. DEFINITIONS

- 1.1 In this Deed, unless the context otherwise requires:
 - "Charged Assets" means all the undertaking, property and assets of the Chargor described in clause 3 including any part thereof and any interest therein.
 - "Control" means in relation to the Chargor, the power of a person to secure that the affairs of the Chargor are conducted in accordance with the wishes of that person:
 - (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or
 - (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and a **Change of Control** occurs if a person who controls the Chargor ceases to do so or if another person acquires Control of it.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Area) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and any subordinate legislation (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property.

"Principal Sum" means the balances at any time outstanding under the terms of the Loan Facility together with any interest payable thereon in accordance with the terms of the Loan Facility.

- "Receiver" means any one or more receivers and/or managers appointed by the Chargee pursuant to this Deed in respect of the Chargor or over all or any part of the Charged Assets.
- "Secured Liabilities" means all monies, obligations and liabilities of the Chargor to the Chargee, whether actual or contingent under or in connection with the Loan Facility and this Deed.
- "Security Period" means the period from the date of this Deed until the Chargee confirms in writing to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
- 1.2 Clause and schedule headings are for ease of reference only and shall not affect the interpretation of this deed.
- 1.3 Any reference in this deed to "assets" includes present and future property, revenues and rights of every description.
- 1.4 Any reference in this Deed to the words "includes", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality or any foregoing words
- 1.5 A "person" includes any person, firm, company, corporation, government, state or agency or a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.
- 1.6 A reference in this Deed to any person includes that person's successors in title, whether immediate or derivative and (in the case of the Chargee only) its permitted assigns and permitted transferees, whether immediate or derivative

2. COVENANT TO PAY

- 2.1 In consideration of the Chargee making an advance of part of the Principal Sum to the Chargor, the receipt whereof is hereby acknowledged the Chargor covenants with the Chargee that it will on demand pay and discharge the Secured Liabilities.
- 2.2 The Chargor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the Loan Facility or arrangements giving rise to the relevant liabilities.

3. CHARGE

- 3.1 The Charger charges to the Chargee with full title guarantee and as a continuing security for the Secured Liabilities:
 - (a) by way of legal mortgage the property specified in Schedule 1 (the "Property");
 - (b) by way of fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property; and
 - (c) by way of fixed charge the goodwill of any business carried on by the Chargor at the Property,

3.2 This Charge shall be a first ranking charge.

4. FURTHER ASSURANCE

4.1 The Chargor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Assets and give all notices, orders and directions which the Chargee may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Assets or the exercise of any of the rights vested in the Chargee or any Receiver.

5. RESTRICTIONS

- 5.1 The Chargor shall not without the prior written consent of the Chargee:
 - (a) create or permit to subsist or arise any mortgage, charge, debenture or other encumbrance or any right or option over the Property or any part thereof; or
 - (b) sell, convey, assign, lease, or transfer the Charged Assets or any interest therein, or otherwise part with or dispose of the Charged Assets or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Charged Assets or agree to do any of the foregoing; or
 - (c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

6. COVENANTS BY THE CHARGOR

- 6.1 The Chargor covenants with the Chargee at all times during the continuance of this security:
 - (a) to keep the Property and the Charged Assets insured with such insurer and against such risks as the Chargee may require and to the Chargee's satisfaction for their full replacement value including sums in respect of loss of rent and professional fees with the Chargee's interest noted on the policy, or at the Chargee's option with the Chargee named as co-insured and co-payee and the Chargor shall pay all premiums when due and produce or deposit with the Chargee all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances and shall not do, or permit to be done or omitted, any act or thing that may invalidate the insurance policy;
 - (b) to apply any insurance proceeds in making good the loss or damage to the Property and the Charged Assets or at the Chargee's option in or towards the discharge of the Secured Liabilities and pending such application the Chargor will hold such proceeds in trust for the Chargee;
 - (c) to keep the Property (including, but not limited to, all buildings, fixtures and fittings, services and service media) for the time being comprised herein in good and substantial repair and condition and forthwith after service by the Chargee of any notice of any defect or want of repair the same shall be well and substantially repaired and made good by the Chargor;

- (d) not at any time to make or permit to be made any additions or alterations in or to the Property or make or permit to be made any material change in the user thereof or of any part thereof without the previous written consent of the Chargee which consent shall not be unreasonably withheld and in the event of such consent being given by the Chargee and permission from any planning authority being necessary for the said addition alteration or change in the user to apply at its own cost to the said planning authority for the necessary permission and to give notice to the Chargee of the granting or refusal thereof (as the case may be), forthwith on the receipt thereof and if the said planning permission shall be granted subject to any conditions to observe and perform such conditions:
- to observe and perform all the requirements and regulations of the local and other competent authorities concerning the Property or its ownership and occupation;
- (f) not to cause or permit any person to be registered under the Land Registration Act 2002 or any substituted statutory provision as the proprietor of the Property or any part thereof or to acquire any beneficial interest therein without the consent in writing of the Chargee and if the Chargee shall enter any caution against such registration the costs thereby incurred by the Chargee shall be deemed to have been properly incurred as mortgagee;
- (g) to perform and observe the covenants stipulations and restrictions affecting the Charged Assets or the mode of user or enjoyment of the same;
- (h) to permit the Chargee and such persons as the Chargee shall from time to time in writing for this purpose appoint at all reasonable times to enter into and upon the Charged Assets and every part thereof to view the state and condition of the same without the Chargee becoming liable as mortgagee in possession; and
- (i) to pay or cause to be paid all rates taxes levies assessment impositions and outgoings whatsoever payable in respect of the Property or any part thereof as and when the same shall become payable.
- (j) to give the Chargee full particulars of any notice, order, direction, designation, resolution or proposal relating to the Property or the area in which it is situate, given by any planning authority or other public body or authority and, if requested by the Chargee, without delay take all necessary steps to comply with any such notice or order.
- (k) not do or omit or knowingly suffer to be done or omitted, any act, matter or thing, on or in respect of the Property required to be done or omitted to be done by the Planning Acts or which shall contravene a provision of the Planning Acts and will keep the Chargee indemnified against all actions, proceedings, costs, expenses, claims and demands whatsoever in connection with any act, matter or thing contravening the provisions of the Planning Acts.
- (I) not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of the Charged Assets or the effectiveness of the security created by this deed.

- (k) not to effect a Change of Control of the Chargee without the written consent of the Chargor.
- 6.2 If the Chargor fails to comply with any of the obligations under clause 6.1 then the Chargee may enter upon the Property and repair or insure the Charged Assets or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Chargee shall be reimbursed by the Chargor on demand, and, until so reimbursed, shall carry interest as mentioned in clause 2.2 from the date of payment to the date of reimbursement.

7. ENFORCEMENT

- 7.1 Section 103 of the Law of Property Act 1925 (the "LPA") shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the Chargee shall have demanded payment of any of the liabilities secured by this Charge.
- 7.2 Notwithstanding, and further to, clause 7.1, this Charge shall become immediately enforceable and the power of sale and all other powers conferred by the LPA or any substituted statutory provisions shall become immediately exercisable without the necessity of giving the Chargor any notice in that behalf if:
 - (a) the Chargor commits any material breach whatsoever of its obligations under this Charge or the Loan Facility;
 - (b) any distress or execution is levied or issued against the Charged Assets; or
 - (c) a petition is presented or a resolution is passed for the winding up of the Chargor or it enters into any arrangement with or for the benefit of its creditors or any encumbrancer takes possession of or an administrative receiver is appointed over all or any part of the assets or undertaking of the Chargor or an administrative order is made against the Chargor; or
 - (d) the Chargor is unable to pay its debts as they fall due.

8. APPOINTMENT AND POWERS OF RECEIVER

- 8.1 At any time after this Charge has become enforceable or, if requested by the Chargor, the Chargee may appoint by writing any person or persons (whether an officer of the Chargee or not) to be a Receiver of all or any part of the Charged Assets and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 8.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place (subject to the provisions of any applicable law).
- 8.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA in the same

way as if the Receiver had been duly appointed thereunder and in particular by way of addition to do or omit to do the following, but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers) in relation to the Charged Assets or any part thereof including:

- (a) to take possession of, collect and get in and give a good discharge for all or any part of the Charged Assets;
- (b) to commence and/or complete any building operations on the Charged Assets and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit without being responsible for loss or damage;
- (c) to borrow monies from the Chargee or others on the security of the Property for the purpose of exercising any of his powers on such terms, with or without security, as he may think fit;
- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect;
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Charged Assets or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
- (f) to take, institute, continue or defend proceedings, settle or discontinue any actions, suits or proceeding or make any arrangement or compromise in relation to the Charged Assets between the Chargor and any persons or enter into or cancel any contract which he may think expedient;
- (g) to make and effect all repairs and improvements
- (h) to effect such insurances of or in connection with the Charged Assets as he shall in his absolute discretion think fit
- (i) to purchase materials, tools, equipment, goods or supplies
- to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine
- (k) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.
- (I) to delegate his powers in accordance with this deed
- (m) in relation to the Charged Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property;

- (n) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conductive to any of the matters or powers referred to in this clause 8.3.
- (o) do any other acts and things that he may consider desirable or necessary for realising any of the Charged Assets
- (p) exercise in respect of the Charged Assets all voting or other powers or rights available to a registered or other holder in such manner as he may think fit;
- (q) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Borrower or any part thereof;

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Chargee shall in writing exclude the same whether in or at the time of his appointment or subsequently.

9. DELEGATION

The Chargee or any Receiver may delegate by Power of Attorney or in any other manner to any person any right, power, authority or discretion conveyed on it by this Charge.

10. APPLICATION OF MONEY RECEIVED BY THE CHARGEE OR THE RECEIVER

Any money received under this Charge shall, subject to the discharge of any priorranking claims, be paid or applied in the following order of priority:

- (a) firstly, in or towards payment or satisfaction of the this Charge and all costs charges expenses and liabilities incurred and payments made by the Chargor and/or the Receiver (including any remuneration of the Receiver) thereunder in respect of this Charge;
- (b) secondly, any balance shall be paid to the person or persons entitled to it.

11. CHARGEE'S LIABILITY

- 11.1 In no circumstances shall the Chargee be liable to account to the Chargor as a mortgagee in possession or otherwise for any monies not actually received by the Chargee.
- 11.2 In no circumstances shall the Chargee be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Assets or from any act, default, omission or misconduct of the Chargee, its officers, employees or agents in relation to the Property or in connection with this Charge.
- 11.3 The Chargee shall be entitled to recover from the Chargor all costs and expenses it reasonably and properly incurs in the administration and performance of its obligations and duties from time to time under this Charge and the Chargor agrees to indemnify and hold harmless the Chargee against all such costs and expenses.

12. PROTECTION OF THIRD PARTIES

- 12.1 Any purchaser or any other person dealing with the Chargee or any Receiver shall not be concerned to enquire whether the liabilities secured by this Charge have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge 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 Chargee or such Receiver. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.
- 12.2 All the protections to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

13. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargee are hereby extended so as to authorise the Chargee whether in the name of the Chargee or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Chargee (in its absolute discretion) shall think fit.

14. POWER OF ATTORNEY

- 14.1 The Chargor irrevocably appoints the Chargee and the Receiver jointly and also severally, the attorney and attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge.
- 14.2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge.

15. CHARGEE'S RIGHTS

- 15.1 At any time after this Charge becomes enforceable, all powers of the Receiver may be exercised by the Chargee whether as attorney of the Chargor or otherwise.
- 15.2 The Chargor agrees that at any time after this Charge becomes enforceable:
 - (a) upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Chargee may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the liabilities secured by this Charge; and
 - (b) where the Chargor is an individual, the Chargee may as agent of the Chargor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Chargor and the Chargee shall not have the right

to retain or set off such proceeds of sale against any indebtedness of the Chargor to the Chargee.

16. COSTS

All costs, charges, expenses, taxes and liabilities of any kind incurred by the Chargee and any Receiver or delegate in relation to this Charge or the Charged Property or the preservation or enforcement or attempted enforcement of the Chargee's rights under this Charge or the taking of proceedings for, or recovering, any of the Secured Liabilities shall be reimbursed by the Chargor to the Chargee on demand on a full indemnity basis and, until so reimbursed, shall carry interest as mentioned in clause 2.2 from the date of payment to the date of reimbursement.

17. INDEMNITY

The Chargee and every Receiver delegate, attorney or other person appointed by the Chargee under this Charge and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all costs, losses, liabilities and expenses incurred by any of them, or against them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge, any breach by the Charger of any of its obligations under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Chargee and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

18. CONTINUING SECURITY

- 18.1 This Charge shall be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Assets or to any other property or any other security which the Chargee may now or at any time in the future hold in respect of the liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged.
- 18.2 Section 93 of the LPA shall not apply to this Charge.

19. NOTICES

Any demand or notice under this Charge shall be in writing signed by an officer or agent of the Chargee and (without prejudice to any other effective means of serving it) may be served on the Chargor personally or by post and either by delivering it to the Chargor or any officer of the Chargor at any place or by despatching it addressed to the Chargor at the address stated in this document (or such other address as may from time to time be notified by the Chargor to the Chargee for this purpose) or the Chargor's current registered office or the place of business or address last known to the Chargor. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.

19.2 Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended place of receipt on the day following the day on which it was posted, even if returned undelivered.

20. MISCELLANEOUS

- 20.1 No delay or omission on the part of the Chargee in exercising any right or remedy under this Charge 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 Charge of that or any other right or remedy.
- 20.2 The Chargee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient.
- 20.3 Any waiver by the Chargee of any terms of this Charge or any consent or approval given by the Chargee 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.
- 20.4 If at any time any one or more of the provisions of this Charge 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 Charge 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.
- 20.5 Any certificate or determination of the Chargee as to the amount of the liabilities secured by this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 20.6 No variation of this Charge shall be considered valid and as constituting part of this Charge, unless such variation shall have been made in writing and signed by the parties.

21. LAW AND JURISDICTION

- 21.1 This Charge is governed by and shall be construed in accordance with English law and the Chargor irrevocably submits to the exclusive jurisdiction of the English courts.
- 21.1 For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each document governing the terms of the Secured Liabilities and relating to any disposition of property shall be deemed to be incorporated in this Deed.

22. LAND REGISTRY

22.1 The Chargor shall apply to the Chief Registrar to register the charge and for a restriction in the following terms to be entered on the register of the Chargor's titles to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated []

2017 in favour of Kammeo Investments Limited referred to in the charges register."

THIS CHARGE has been executed as a deed on the date stated above.

SCHEDULE 1

THE PROPERTY

The freehold property known as Queens House, Kymberley Road, Harrow HA1 145hung port of the land registered at HM Land Registry under title number NGL386889 YZ as shown edged red on the attached plan.

22.02.2017

EXECUTED as a DEED by KAMMEO INVESTMENTS LIMITED acting by a director in the presence of	Director First Board Limited Director Authorised Signatories	Second Board Limited Director Authorised Signatoria
Witness address:		
Witness name:		
Witness signature:		
EXECUTED as a DEED by HARROW HOLDINGS LIMITED acting by a director in the presence of	Director	

Witness signature:

Witness name:

Witness address:

Witness occupation:

