

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online.
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 where there is
instrument. Use form MR08.

WEDNESDAY
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WE



R98VSHHE

RM 08/07/2020 #113
COMPANIES HOUSE

A98K349V

A14 19/08/2020 #117
COMPANIES HOUSE

A10 08/07/2020 #359
COMPANIES HOUSE

You must enclose a certified copy of the instrument with this form. This
scanned and placed on the public record.

1 Company details

Company number 1 1 0 8 2 4 7 4

Company name in full VIRTUS CONSULT LTD

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 0 1 0 7 2 0 2 0

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 VIRTUS CONSULT NORTH LTD

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.

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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

FIXED AND FLOATING CHARGE OVER ALL ASSETS AND BOOK DEBTS

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**

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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

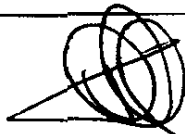
Signature

Please sign the form here.

Signature

Signature

X



X

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

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 **F N RICKS**

Company name **NIGEL RICKS & COMPANY**

Address **42 GLEBE STREET**

Post town **LOUGHBOROUGH**

County/Region **LEICESTERSHIRE**

Postcode **L E 1 1 1 J R**

Country **UNITED KINGDOM**

DX

Telephone **01509 828980**

**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: 11082474

Charge code: 1108 2474 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2020 and created by VIRTUS CONSULT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2020.

P

Given at Companies House, Cardiff on 28th August 2020



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEBENTURE is dated the 1st day of July 2020 and made between:-

- (1) VIRTUS CONSULT NORTH LTD (registered in England number 03148174) whose registered office is 15 Mallard Way, Pride Park, Derby, DE24 8GX ("the Lender") and
- (2) VIRTUS CONSULT LTD (registered in England number 11082474) whose registered office is 15 Mallard Way, Pride Park, Derby, DE24 8GX ("the Borrower");

WITNESSES as follows:-

1. Covenant to pay

- 1.1 The Borrower covenants on demand to pay and discharge to the Lender the amount due to the Lender under the two loan agreements bearing the same date as the debenture jointly and severally made between the Lender (1) the Borrower (2) and all other monies obligations and liabilities whether 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 or either of the persons comprised in the Lender whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner together with interest charges and other expenses so that interest shall be calculated and compounded as may be agreed from time to time between the parties or, if not agreed, an annual rate equal to 4% per annum above the base rate for the time being of The Royal Bank of Scotland PLC as well after as before any demand made or judgment obtained.

2. Charge

- 2.1 The Borrower as beneficial owner and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the Borrower:-

- (a) By way of legal mortgage the leasehold property referred to in the Schedule to this Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon:
- (b) By way of fixed charge:-
 - (i) all other freehold leasehold and other immovable property now or in the future belonging to the Borrower together with all buildings, trade

and other fixtures, fixed plant and machinery of the Borrower from time to time thereon:

- (ii) all plant and machinery now or in the future belonging to the Borrower other than fixed plant and machinery;
 - (iii) all stocks shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom;
 - (iv) the goodwill of the Borrower and its uncalled capital for the time being;
 - (v) all patents trade marks service marks designs and other intellectual property rights chooses in action and claims all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Borrower;
- (c) by way of floating charge all book debts now or in the future due or owing to the Borrower and the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by this Debenture.

2.2 The Lender may convert the floating charge at any time by notice in writing to the Borrower into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.

2.3 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured. No prior security held by the Lender over the property charged by this Debenture or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender.

3 Restrictions on Dealing

3.1 The Borrower shall not without prior written consent of the Lender:-

- (a) create or permit to subsist any mortgage charge pledge hypothecation lien or other security interest on any of its assets ranking in priority or pari passu with the fixed and floating charges hereby created other than this Debenture;
- (b) sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;
- (c) part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Debenture and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restriction at any time after the Lender shall have demanded the payment or discharge of any of the monies obligations and liabilities hereby secured;
- (d) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Borrower except for the purpose of effecting repairs or replacing the same.

4 Covenants by the Borrower

4.1 The Borrower shall:-

- (a) insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the Borrower and the Lender and will produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances;
- (b) apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Debenture;

- (c) punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held;

4.2 If the Borrower shall fail to satisfy the Lender that it has performed any of its obligations under clause 4.1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement.

5. Enforcement

5.1 This Debenture shall become enforceable:-

- (a) if any of the monies obligations and liabilities secured by this Debenture shall not be paid or discharged by the Borrower in accordance with clause 1; or
- (b) if the Borrower shall be in breach of any provision of this Debenture or of any agreement containing any terms and conditions of or applicable to the monies obligations and liabilities secured by this Debenture

5.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Debenture shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Borrower of all or any of the monies obligations and liabilities secured by this Debenture.

5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture.

6. Receiver

- 6.1 At any time after this Debenture has become enforceable or if the Borrower so requests in writing the Lender may without further notice to the Borrower appoint by writing under hand or under seal any one or more persons either singularly jointly severally or jointly and severally to be a receiver, receiver and manager or administrative receiver (each a "Receiver") of all or any part of the property charged by this Debenture and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.
- 6.2 Any Receiver shall be the agent of the Borrower which shall be solely responsible for his acts and defaults and the payment of his remuneration.
- 6.3 Any Receiver shall have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Borrower or otherwise and in such manner on such terms and conditions as he shall think fit) to:-
- (a) take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
 - (b) carry on or concur in carrying on the business of the Borrower and to raise money from the Lender or others on the security of any property charged by this Debenture;
 - (c) purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
 - (d) sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
 - (e) sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
 - (f) make any arrangement or compromise between the Borrower and any other person which he may think expedient;
 - (g) make and effect all repairs improvement and insurances;

- (h) purchase materials tools equipment goods or supplies;
- (i) call up any uncalled capital of the Borrower with all the powers conferred by the Articles of Association of the Borrower in relation to calls;
- (j) employ engage and appoint managers and other employees and professional advisers;
- (k) do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by the Debenture and which he lawfully may or can do.

7. Application of Proceeds

Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Borrower:-

- (a) in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- (b) in the payment of the Receiver's remuneration;
- (c) in or towards the satisfaction of the monies obligations and liabilities secured by this Debenture in such order as the Lender in its absolute discretion thinks fit;
- (d) in payment of the surplus (if any) to the person or persons entitled to it.

8. Protection of Third Parties

No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture 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 such Receiver or the Lender. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender.

9. **Entry into Possession**

If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason or any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Borrower for anything except its of his actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto.

10. **Power of Attorney**

The Borrower irrevocably appoints the Lender any Receiver and any person nominated by the lender jointly and also severally to be the attorney of the Borrower with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of or which the Borrower ought to do under this Debenture. The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do.

11. **New Accounts**

If the Lender shall at any time receive actual or constructive notice of any charge or other interest affecting any part of the property hereby charged then the Lender may open a new account or accounts for the Borrower and if the Lender does not do so then the Lender shall be treated as if it had in fact done so at the time when it was received or was deemed to receive notice and as from that time all payments made by the Borrower to the Lender shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Debenture at the time when the Lender received or was deemed to have received such notice.

12 Prior Charge

If there is any encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Debenture.

13 Further Assurance

The Borrower shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Borrower's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and liabilities secured by this Debenture.

14 Costs and Indemnity

- 14.1 All costs charges and expenses properly incurred by the Lender in relation to this Debenture or the monies and liabilities hereby secured shall be reimbursed by the Borrower to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture.

14.2 The Lender and every Receiver attorney or other person appointed by the Lender under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Debenture in respect of all liabilities and expenses properly incurred by any of 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 Debenture 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 property charged by this Debenture and the Lender 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 Debenture.

15 **Miscellaneous**

15.1 The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Borrower and may make any arrangement variation or release with any person or persons without prejudice either to this Debenture or the liability of the Borrower for the monies obligations and liabilities secured by this Debenture.

15.2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression "the Lender" shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant.

15.3 The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.

15.4 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time as often as the Lender may deem expedient.

15.5 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

16 **Notices**

Any demand or notice under this Debenture may be served personally on any director or secretary of the Borrower or may be sent by post telex or may be delivered to the registered office of the Borrower or its last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by telex or facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch.

17 **Governing Law and Jurisdiction**

This Debenture shall be governed by and construed in accordance with the laws of England and the Borrower irrevocably submits to the non-exclusive jurisdiction of the English Courts.

18 **Land Registry**

The Borrower certifies that this Debenture does not contravene its memorandum and Articles of Association and has been executed in accordance therewith and hereby applies to the Chief Land Registrar for a restriction to be entered on the register or its title to registered properties charged by this Debenture that "Except under an Order of the Registrar no disposition or dealing by the proprietor of the land is to be registered or noted without the consent of the proprietor for the time being of Charge
No "

IN WITNESS whereof the Borrower has executed this Debenture as a Deed and the Lender has executed this Debenture the day and year first above written.

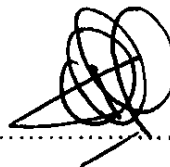
SCHEDULE

Clause 2.1 (a)

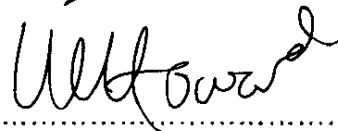
All fixtures, fittings and equipment at Unit E Ludgate Court, 57 Water Street, Birmingham, B3 1EP comprised in a lease dated 3rd January 2020 made between Elvis Developments Partnership and Virtus Consult Midlands Limited

EXECUTED as a Deed by Virtus Consult Ltd
acting by a Director and the Secretary
or by two Directors

Director

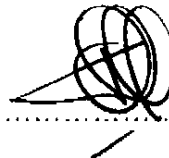
A handwritten signature consisting of several overlapping loops and a long horizontal stroke extending to the left.

Director

A handwritten signature that appears to read "U. Howard" in a cursive script.

EXECUTED as a Deed by Virtus Consult North Ltd
acting by a Director and the Secretary
or by two Directors

Director

A handwritten signature consisting of several overlapping loops and a long horizontal stroke extending to the left.

Secretary

A handwritten signature that appears to read "C. Smith" in a cursive script.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 1st day of July 2020

BETWEEN

LENDER VIRTUS CONSULT NORTH LTD (registered in England number 03148174) whose registered office is 15 Mallard Way, Pride Park, Derby, DE24 8GX (the "Lender")

AND

BORROWER VIRTUS CONSULT LTD (registered in England number 11082474) whose registered office is 15 Mallard Way, Pride Park, Derby, DE24 8GX (the "Borrower")

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement:

LOAN AMOUNT & INTEREST

1. The Lender promises to loan a maximum amount of £100,000.00 GBP to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal prior to 24th December 2021 or after notice in clause 2 below.

PAYMENT

2. This Loan is repayable within 14 day(s) of the Lender providing the Borrower with written notice of demand.

DEFAULT

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable.

GOVERNING LAW

4. This Agreement will be construed in accordance with and governed by the laws of the Country of England.

COSTS

5. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

BINDING EFFECT

6. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

AMENDMENTS

7. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

SEVERABILITY

8. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

GENERAL PROVISIONS

9. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

ENTIRE AGREEMENT

10. This Agreement constitutes the entire between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this ^{1st} day of ~~July~~ 20~~20~~

EXECUTED as a Deed by Virtus Consult Ltd

acting by a Director and the Secretary

or by two Directors

Director

.....

Director

.....

EXECUTED as a Deed by Virtus Consult North Ltd

acting by a Director and the Secretary

or by two Directors

Director

.....

Secretary

.....