

LL MR01

Particulars of a charge created by a Limited
Liability Partnership (LLP)

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#270

COMPANIES HOUSE

☒ **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
an instrument Use form LL MR00

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1

LLP details

LLP number

O C 3 9 7 1 4 2

LLP name in full

Newbury Developments (Rackheath) LLP

5

For official use

→ **Filling 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 7 / 1 1 / 2 0 1 6

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

Daisybox Limited ✓

(Company number 09293989)

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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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

land lying to the north west of Salhouse Road Rackheath Norwich registered at the Land Registry under title numbers NK446301 and NK446304 and part of the land lying to the north west of Salhouse Road together with all fixtures in or about it, and all and every interest in it

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the LLP 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 LL 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

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Robert Mackay

LLP name Birketts LLP

Address Kingfisher House

1 Gilders Way

Post town Norwich

County/Region Norfolk

Postcode N R 3 1 U B

Country England

DX DX 5230 NORWICH

Telephone 01603 232300



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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:

- ☒ [X] The LLP name and number match the information held on the public Register
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] 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 £23 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC397142

Charge code: OC39 7142 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2016 and created by NEWBURY DEVELOPMENTS (RACKHEATH) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 9th November 2016

DX

Given at Companies House, Cardiff on 15th November 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 7th NOVEMBER 2016

DAISYBOX LIMITED

(as Lender)

- and -

NEWBURY DEVELOPMENTS (RACKHEATH) LLP

(as Borrower)

Legal Charge

We hereby certify this copy to be a true copy of the original

Birketts LLP

Birketts LLP

08/11/2016

Kingfisher House 1 Gilders Way, Norwich, NR3 1UB

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THIS LEGAL CHARGE is made on the 7th day of NOVEMBER 2016

BETWEEN:

- (1) **DAISYBOX LIMITED** a company incorporated and registered in England and Wales with company number 09293989 whose registered office is at 11/15 Wigmore Street, London, W1A 2JZ (the "Lender"), and
- (2) **NEWBURY DEVELOPMENTS (RACKHEATH) LLP** a company incorporated and registered in England and Wales with company number OC397142 whose registered office is at 16 D'Arbly Street, London, W1F 8EA (the "Borrower").

RECITALS:

- (A) The Borrower is or will be at the date of this deed the registered proprietor of the "Mortgaged Premises" as defined below. At the Borrower's request, the Lender has agreed to grant the Borrower the Principal on condition that its repayment together with the agreed interest is secured in the manner set out below. In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower hereby acknowledges) the Borrower, with full title guarantee, charges (but subject to the Prior Charge) the Mortgaged Premises by way of legal mortgage as a continuing security to the Lender with the payment of all money covenanted to be paid by the Borrower under this charge.
- (B) This Deed is subject to the terms of a Deed of Priority entered into on [10/10/2016] between Zorin Finance Limited and P2P Global Investments Plc (1) the Lender (2) Richard Hatter (3) Matthew Charles Roy Newbury (4) Newbury Developments (Rackheath) Limited (5) ('Deed of Priority') and in the event of an inconsistency the terms of the Deed of Priority shall prevail.

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS

In this charge, unless the context otherwise requires:

- 1.1 "the Act" means the Law of Property Act 1925
- 1.2 "the Mortgaged Premises" means land lying to the north west of Salhouse Road, Rackheath, Norwich registered at the Land Registry under title numbers NK446301 and NK446304 and part of the land lying to the north west of Salhouse Road, Rackheath, Norwich which is the subject of a transfer of even date made between (1) Dennis John Jeans and Patricia Ann Jeans as Trustees of the Honeysuckle Pension Fund and (2) Newbury Developments (Rackheath) LLP together with all fixtures in or about it, and all and every interest in it
- 1.3 "the Principal" means the sum of £1,500,000.00
- 1.4 "the Secured Sums" means all money and liabilities for the time being due, owing or incurred to the Lender by the Borrower pursuant to the Term Loan Agreement, whether actually or contingently, solely or jointly with any other person, or as principal or surety,

becoming due under this charge and interest, or other lawful charges and expenses in respect of any of the matters specified above

1.5 "the Borrower" where the context so admits, includes the person for the time being entitled to redeem this security in title and assigns

1.6 "the Lender" where the context so admits, includes its successors in title and assigns

1.7 "Prior Charge" means the debenture between Newbury Developments (Rackheath) LLP (1) and Zorin Finance Limited and P2P Global Investments Plc ("Zorin") (2) dated 10th October 2016 and any legal charge made between the Borrower (1) and Zorin (2) in relation to the Mortgaged Premises.

1.8 "the Term Loan Agreement" means the loan agreement entered into pursuant to an offer letter from Howard Kennedy LLP on behalf of the Lender dated [14 / 10 / 2016] and accepted by the Borrower and the Guarantor on [7 / 11 / 2016] 2016

2. COVENANT TO PAY

The Borrower covenants with the Lender that as and when the Secured Sums or any part of them are due for payment (subject to the terms of the Deed of Priority), the Borrower shall pay to the Lender the Secured Sums

3. CHARGE

3.1 The Borrower with full title guarantee (but subject to the Prior Charge) charges the Mortgaged Premises by way of legal mortgage as a continuing security to the Lender with the payment of all money covenanted to be paid by the Borrower under this charge

3.2 The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 7th November 2016 in favour of Daisybox Limited and referred to in the charges register or its conveyancer "

4. INTEREST AND FEES

Interest and fees shall accrue on the Secured Sums at the rates specified in the Term Loan Agreement

5. COVENANTS BY BORROWER

The Borrower covenants with the Lender to observe and perform the covenants and obligations set out below

5.1 Sale of the Mortgaged Premises

The Borrower is not permitted to sell the Mortgaged Premises while this charge subsists without the written consent of the Lender, unless the Secured Sums are repaid in full using the proceeds of the sale.

5.2 Payment of outgoings

The Borrower must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Mortgaged Premises as and when they become payable and on demand must produce the receipt for such payments

5.3 Lender's right of inspection

The Borrower must permit the Lender to enter upon all buildings, erections or structures forming part of the Mortgaged Premises, without prejudice to the powers conferred by this charge and without becoming mortgagees in possession, for any reasonable purpose and to view the state of the same.

5.4 Alterations to buildings

The Borrower must not, without the previous consent in writing of the Lender make any material alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings, save as contemplated by the Term Loan Agreement

5.5 Insurance

The Borrower must insure the Mortgaged Premises and keep it insured with the interest of the Lender endorsed on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Lender (acting reasonably), and must provide to the Lender a copy of every such policy of insurance and the receipt for the latest premium payable under such policy.

5.6 Proceeds from insurance claims

The Borrower must ensure that all money payable under any insurance policy in respect of loss or damage to the Mortgaged Premises, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, shall be paid to the First Charge Bank or the Lender or, if it is paid to the Borrower, must hold all money received on trust for the First Charge Bank or the Lender to be applied in making good the loss or damage in respect of which the money is received

5.7 Observance of terms of conveyances etc

The Borrower must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Mortgaged Premises and binding upon the Borrower.

5.8 Observance of Acts of Parliament

The Borrower must observe any and every enactment, including every Act of Parliament already or subsequently to be passed, relating to or affecting the Mortgaged Premises or the use of the Mortgaged Premises for any purpose

5 9 Creation of other mortgages etc

The Borrower must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Mortgaged Premises other than this security and the Prior Charge without the prior written consent of the Lender.

5 10 Perfection of security

The Borrower must execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Mortgaged Premises, facilitating the realisation of the Mortgaged Premises in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it

5 11 Payment of costs etc

The Borrower must pay on demand, on the footing of a full indemnity by the Borrower from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Lender or by any receiver appointed by them in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Mortgaged Premises and the remuneration of any receiver

6. SECURITY POWERS

6 1 The statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge

6 2 The Borrower shall not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Lender (not to be unreasonably withheld). The Lender shall be entitled to grant or accept surrenders of leases without restriction after the power of sale has become exercisable

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

7. ENFORCEMENT OF SECURITY

7.1 Powers to be exercisable without restrictions

Section 103 of the Act shall not apply to this security Failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Borrower's part contained in this charge, this security shall become enforceable and the powers conferred upon the Lender by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Mortgaged Premises

7 2 Appointment of receiver

7 2 1 Subject to the terms of the Deed of Priority at any time after this security has become enforceable or if at any time the Mortgaged Premises appear to the Lender to be in danger of being taken in execution by any creditor of the Borrower or to be otherwise in jeopardy, the Lender may in writing under the hand of any officer of the Lender and without notice to the Borrower.

7.2 1 1 appoint any person, whether an officer of the Lender or not, to be a receiver of the Mortgaged Premises or any part of them and

7.2.1 2 remove any such receiver whether or not appointing another in his place, and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.

7 2 2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

7 2 3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned:

7.2.3.1 to take possession of, collect and get in the Mortgaged Premises or any part of them,

7.2.3.2 to repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Mortgaged Premises or any part of them or to acquire by purchase lease or otherwise any further property assets or rights,

7 2 3 3 to dispose or concur in disposing of the whole or any part of the Mortgaged Premises, or to let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Premises, and in particular but without prejudice, to the generality of the above, to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise,

7 2 3 4 to exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of any part of the Mortgaged Premises, and to exercise the power to demand and recover all the Income (including rent) for the Mortgaged Premises and to give valid receipt for that income ,

7 2 3.5 to make any arrangement or compromise in respect of the right of the Borrower,

- 7.2.3.6 to raise or borrow money upon the security of the Mortgaged Premises from the Lender or otherwise,
- 7.2.3.7 to retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,
- 7.2.3.8 to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and
- 7.2.3.9 to do anything in relation to the Mortgaged Premises that he could do if he were absolutely entitled to them.

the receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible, nor shall the Lender be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Borrower and the Borrower shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration.

7.3 Exercise of receiver's powers by the Lender

Subject to the terms of the Deed of Priority at any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at their discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Borrower exercise any power which a receiver appointed by them could exercise

7.4 Sale of Mortgaged Premises

Where the Mortgaged Premises, or any part of them, are sold by the Lender or any receiver appointed by it they may be sold either

- 7.4.1 together or in parcels,
- 7.4.2 by public auction or private contract, and
- 7.4.3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance

the Lender or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Lender or receiver consider expedient, and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which the Lender have an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Lender or the receiver as the case may be consider sufficient

8. MONEY ARISING ON ENFORCEMENT OF SECURITY

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority following payment of monies to the First Charge Bank under the Prior Charge.

- 8.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Mortgaged Premises including the remuneration of any receiver,
- 8.2 in payment of the interest remaining unpaid, and
- 8.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums, and any other surplus may be paid to the person so entitled. If the Lender so determines payments may be made on account of such principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but such alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Borrower to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

9. POWER OF ATTORNEY

The Borrower irrevocably and by way of security appoints the Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of any of the Lender, including every receiver appointed by them, severally as attorney of the Borrower, for the Borrower and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper to perfect this charge or to further secure the Borrower's obligations on the Mortgaged Premises or in the exercise of any rights or powers under this charge or otherwise for any of the purposes of this security, and the Borrower covenants with the Lender to ratify and confirm all acts or things made done or executed by such attorney as specified above.

10. LIABILITY OF LENDER OR RECEIVER

The Lender nor any receiver appointed by the Lender shall by reason of the Lender or any such receiver entering into possession of the Mortgaged Premises or any part of them be liable to account as mortgagees in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

11. PERSONS DEALING WITH LENDER OR RECEIVER

No person dealing with the Lender or any receiver appointed by it, or with it or its attorney or agent, shall be concerned, bound or entitled or be affected by notice as to.

- 11.1 whether this security has become enforceable,
- 11.2 whether any power exercised or purported to be exercised by it or has become exercisable,
- 11.3 the propriety or purpose of the exercise of any power under this charge,
- 11.4 whether any money remains due on the security of this charge, or
- 11.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

The receipt of the Lender or any receiver of them or their attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

12 CONTINUING SECURITY

12.1 This security shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums

12.2 The Lender may on receiving notice that the Borrower has encumbered the Mortgaged Premises other than in connection with the Prior Charge close any account with the Borrower and open a new account and, without prejudice to any right of the Lender to combine accounts, no money paid in or carried to the Borrower's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account

12.3 If the Lender does not open a new account or accounts immediately on receipt of such notice they shall nevertheless be treated as if they had done so at the time when they received such notice. As from that time all payments made by the Borrower shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Borrower to the Lender at the time when they received such notice

13 DEFAULT BY BORROWER

Without prejudice to any other rights and remedies of the Lender and whether or not the Secured Sums have become due, if default is at any time made by the Borrower in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim made against the Borrower and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Mortgaged Premises without being deemed in any of the above events to be mortgagees in possession by reason of such entry.

14. INDULGENCE

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Borrower or to any other person time or indulgence or further credit, loan or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights they may now or subsequently have from or against the Borrower or any other person

15. DEMANDS AND NOTICES

A demand or notice under this charge shall be made in writing signed by an officer of the Lender and may be served on the Borrower either personally or by post. A demand or notice by post may be addressed to the Borrower at his address, or at its registered office in

the case of a company, or place of business last known to the Lender and a demand or notice so addressed and posted shall be effective notwithstanding the death of the Borrower

16. **REPRESENTATIONS AND WARRANTY**

The Borrower represents and warrants to the Lender that the execution of this charge and the observance and performance of its obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of the Borrower

17 **GOVERNING LAW AND JURISDICTION**

This Deed is governed by and should be construed in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts

EXECUTED AND DELIVERED AS A DEED by the Borrower and Lender on the date which first appears in the Deed

Executed as a Deed by)
DAISYBOX LIMITED:)
acting by a director)
in the presence of a Witness)

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a Deed by)
NEWBURY DEVELOPMENTS)
(RACKHEATH) LLP)
acting by a director [])
in the presence of a Witness)



Signature of witness 

Name (in BLOCK CAPITALS) SARAH ELLIOTT MCCORMACK

Address BARNETTS WY, KINGFISHER WOOD, 7 GILGOS WAY, NORMAN NL3 1UB

Occupation SALESPERSON