

726647/63

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge

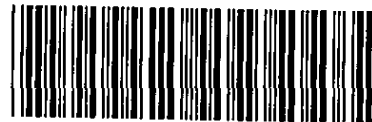


Companies House

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FRIDAY



A52 *A2N3SPTF* #151
13/12/2013
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 the
instrument Use form MR01

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

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

1 Company details

Company number 2 9 7 9 4 9 7
Company name in full CANON HOUSE PROPERTIES LIMITED

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 5 1 2 2 0 1 3

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 GRAHAM JOHN PICKERING

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

MRO1

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	St Edmund Campion Church, Cedar Avenue, Hazlemere, High Wycombe, Buckinghamshire HP15 7DW together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures		
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

MR01

Particulars of a charge

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

x *Benny L. M.* 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
Stephen Wright

Company name
Blake Laphorn

Address
New Kings Court

Tollgate

Chandlers Ford

Post town
Eastleigh

County/Region
Hampshire

Postcode
S O 5 3 3 L G

Country

DX
155850 Eastleigh 7

Telephone
02380 857008



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: 2979497

Charge code: 0297 9497 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2013 and created by CANON HOUSE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2013

A handwritten signature in black ink, appearing to be 'A' or 'M'.

Given at Companies House, Cardiff on 17th December 2013



Companies House



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

Date

5th December

2013

- (1) Canon House Properties Limited
- (2) G J Pickering

Legal Charge

relating to

**St Edmund Campion Church, Cedar Avenue, Hazlemere, High
Wycombe HP15 7DW**

We certify this to be a true and
complete copy of the original

this 5 day of December 13

 Blake
Lapthorn

New Kings Court, Tollgate
Chandler's Ford, Eastleigh SO53 3LG

 Blake
Lapthorn

New Kings Court
Tollgate
Chandler's Ford
Eastleigh
SO53 3LG

Reference SCW/560365/7

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LAND REGISTRATION ACT 2002

County and District : **Buckinghamshire : Wycombe**

Title Number : **BM48933**

Property : **St Edmund Campion Church, Cedar Avenue, Hazlemere HP15 7DW**

THIS DEED dated **5th December** 2013

is made between

- (1) **Canon House Properties Limited** (company number 2979497) whose registered office is at Canon House 2B Lower Dagnall Street St Albans AL3 4PA (the **Chargor**), and
- (2) **Graham John Pickering** of 20 Holloway Lane Amersham Buckinghamshire HP6 6DJ (the **Chargee**)

AND Witnesses as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed

Charged Property means the property assets debts rights and undertaking charged to the Chargee by this Deed and includes any part of them or interest in them

Encumbrance means any mortgage, charge, option, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement, lease, tenancy agreement, licence or other encumbrance interest security agreement or arrangement of any kind or any right conferring or purporting to confer a priority of payment

Enforcement Event means the occurrence of any of the events or things referred to in clause 7.2

Expenses means all fees and legal and other costs charges and expenses which the Chargee or any Receiver may charge or incur in relation to the Chargor or this Deed and the preparation negotiation and creation of this Deed and/or in relation to the Charged Property and/or breach of any provision of and the protection realisation or enforcement of this Deed on a full indemnity basis,

Insolvency Event means (i) the taking of any action for or with a view to the making of an administration order or the appointment of an administrator in respect of the Chargor or any of its subsidiaries or (ii) the taking of any action for or with a view to the winding-up, dissolution, liquidation reconstruction or reorganisation of the Chargor or any of its subsidiaries or (iii) the Chargor or any of its subsidiaries becomes insolvent or is unable to pay its debts or enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments to creditors generally or (iv) an encumbrancer takes possession or an

administrator, receiver or manager is appointed of the whole or any material part of the assets of the Chargor or any of its subsidiaries or (iv) a distress, execution, attachment or other legal process being levied or enforced upon or sued against all or any part of the assets of the Chargor or any of its subsidiaries and which remains undischarged for seven days and includes any equivalent or analogous proceeding by whatever name known in whatever jurisdiction,

Interest means Interest at the prevailing rate charged to the Chargor by the Chargee from time to time under this Deed and if there is no such rate at the rate of 4% per annum above the base rate from time to time of the Bank of England and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed,

LPA means the Law of Property Act 1925,

Planning Acts mean the Town and Country Planning Act 1990 Planning (Listed Buildings and Conservation Areas) Act 1990 Planning (Consequential Provisions) Act 1990 Planning (Hazardous Substances) Act 1990 Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

Property means the freehold property described in Schedule 1 together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures,

Property Agreements mean any warranties guarantees professional appointments building or engineering contracts or other agreements relating to the Property now existing or which come into existence after the date hereof and during the continuance of the Security,

Receiver means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Deed or pursuant to any statute or otherwise,

Secured Liabilities means all or any liabilities which are for the time being and from time to time due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Chargee by the Chargor, pursuant to this Deed whether present or future, actual or contingent, and whether incurred solely or jointly, together with Interest, Expenses and all other charges or commission which the Chargee may charge or incur in respect of any of those matters, and

Security means the security constituted by this Deed and any other security created or constituted by the Chargor pursuant to or in compliance with any requirement made pursuant to this Deed

1 2 In this Deed, unless the context otherwise requires

1 2 1 any reference to a clause, sub-clause, schedule or party is to a clause, sub-clause of, or schedules or party to, this Deed,

- 1 2 2 all references to a statute shall be construed as including references to
- (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force,
 - (b) all statutory instruments or orders made pursuant to that statute, or
 - (c) any statutory provisions of which it is a consolidation, re-enactment or modification,
- 1 2 3 any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms,
- 1 2 4 any reference to this Deed or to any other agreement or document shall be construed as references to this Deed or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time, and
- 1 2 5 the expressions **Chargee** and **Chargor** where the context admits include their respective transferees, successors and assigns
- 1 3 The headings in this Deed are inserted for convenience only and do not affect the interpretation of this Deed
- 2 THE LOAN AND COVENANT TO PAY**
- 2 1 The Chargee has lent to the Chargor the sum of £300,000 00 (such amount or the principal amount outstanding thereof from time to time being hereinafter referred to as the **Loan**)
- 2 2 The Chargor shall repay the Loan together with all Interest calculated from the date hereof up to and including the date of repayment together with any other amounts payable under this Deed forthwith on written demand from the Chargee and in any event not later than the date falling three years from the date hereof
- 2 3 Interest pursuant to clause 2 2 shall accrue from day to day and shall be calculated on the basis of the number of days elapsed and a year of 365 days
- 2 4 In the event of default by the Chargor in the payment of any sum due pursuant to this Deed on the date due for payment the Chargor shall pay interest on that sum (and if such sum is the Loan or part thereof, in substitution for the interest payable under clause 2 2 above) from the due date for such payment until actual payment (whether before or after judgment) at the rate of 4 % per annum above the rate of Interest such interest to be compounded monthly
- 3 SECURITY**
- 3 1 The Chargor with full title guarantee charges as continuing security for the payment and discharge of the Secured Liabilities

- 3 1 1 by way of legal mortgage the Property, and
- 3 1 2 by way of fixed charge all present and future estates, interests, rights and benefits belonging to or enuring to the Chargor under the terms of any lease granted in respect of the Property,
- 3 1 3 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Deed on or in or used in connection with the Property or the business or undertaking conducted at the Property (but not including any belonging to any tenant
- 3 1 4 As further and continuing security for the Secured Liabilities the Chargor assigns and covenants to assign absolutely to the Chargee with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting assignment (unless a consent or waiver of such restriction can be obtained)) the benefit of the Property Agreements, PROVIDED that
- (a) the Chargor agrees to use its best endeavours to obtain a consent or waiver to any provision in any Property Agreement which restricts assignment, and
- (b) if any of the Property Agreements are not capable of assignment then such Property Agreements shall be held in trust for the Chargee,
- 3 2 The Chargor shall give notice of the assignments effected by this Deed to each party to the Property Agreements forthwith upon the written request of the Chargee such notices to be in a form acceptable to the Chargee
- 4 NEGATIVE PLEDGE**
- 4 1 The Chargor shall not, without the prior written consent of the Chargee,
- 4 1 1 create or permit to subsist or arise any Encumbrance on the Charged Property or any part thereof or
- 4 1 2 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or, assign or otherwise dispose of all or any part of the Property,
- 5 COVENANTS BY THE CHARGOR**
- 5 1 The Chargor covenants with the Chargee at all times during the continuance of the Security
- 5 1 1 to keep (or to procure the keeping of) the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and condition

- 5 1 2 to keep the buildings installations and structures and all fixtures and fittings situate on the Property and other erections comprehensively insured against all usual risks in their full replacement cost all such insurances to be placed with a reputable UK insurer approved by the Chargee in writing with the interest of the Chargee as mortgagee noted thereon,
- 5 1 3 to comply in all material respects with the terms of all applicable laws directives and regulations affecting the use, enjoyment or occupation of the Property, including without limitation all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or wastes, fire precautions and health and safety at work and immediately to notify the Chargee in writing of any non-performance or non-observance or any alleged non-performance or non- observance
- 5 1 4 to perform and observe all agreements restrictions stipulations and conditions affecting the Property or the use or enjoyment of it and immediately to notify the Chargee in writing of any non-performance or non-observance or any alleged non-performance or non- observance
- 5 1 5 not to apply for nor implement any planning permission in respect of the Property without the consent in writing of the Chargee ,
- 5 1 6 to notify the Chargee of the occurrence of any Enforcement Event forthwith upon becoming aware of the same
- 4 1 7 Where at the date of this Charge or at any time during the continuance of the Security the Property or any part of it is intended to be developed or is in the course of development,
- (a) to proceed diligently and to the satisfaction of the Chargee and any competent authority with such development in all respects in conformity with the planning and bye-law consents therefor
- (b) not to create or permit to arise any mortgage, charge, lien or other security interest on the Property Agreements,

6 POWER TO REMEDY

If the Chargor fails to perform or observe any covenant agreement or condition on its part contained in this Deed it shall be lawful for but not obligatory upon the Chargee to make good such failure in whole or in part at the Chargor's cost

7 ENFORCEMENT EVENT AND ENFORCEMENT

7 1 The Security shall be enforceable immediately upon the occurrence of an Enforcement Event, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms

7 2 The following are Enforcement Events

- 7 2 1 the failure by the Chargor to pay on the due date the Secured Liabilities or any part of them
- 7 2 2 the occurrence of an Insolvency Event in respect of the Chargor
- 7 3 Section 103 LPA shall not apply to this Deed nor to any sale by the Chargee or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Deed) shall as between the Chargee or such Receiver and a purchaser from the Chargee or such Receiver arise and be exercisable at any time after the execution of this Deed provided that the Chargee shall not exercise this power of sale unless an Enforcement Event shall have occurred but this proviso shall not affect a purchaser or put him upon enquiry as to whether such monies have become payable or as to whether an Enforcement Event has occurred
- 8 APPOINTMENT AND POWERS OF RECEIVER**
- 8 1 The Chargee shall be entitled to appoint in writing under hand any person or persons to be a Receiver of all or any part of the Charged Property (and where more than one Receiver is appointed they may be given power to act either jointly or severally) at any time after the occurrence of an Enforcement Event,
- 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
- 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 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to, but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers or the generality of the foregoing) the Receiver shall have power in the name of the Chargor or otherwise to do the following things namely
- 8 3 1 to take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings as he shall think fit,
- 8 3 2 to sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Charged Property without restriction including (without limitation) power to sever and dispose of any fixtures or chattels separately from the land
- 8 3 3 to make and effect all repairs and improvements to the Property,
- 8 3 4 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit,
- 8 3 5 to do all such other acts and things which he may lawfully do as he may consider in his absolute discretion to be conducive to any of the matters or powers aforesaid

8 4 All of the powers of the Receiver under this Deed may be exercised by the Chargee at any time after the Secured Liabilities have become due, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed

8 5 A Receiver shall apply all money he receives (subject always to the provisions of the Enterprise Act 2002) first in repayment of all money borrowed by him in relation to his appointment under this Deed and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the LPA

9 CHARGEES LIABILITY

In no circumstances shall the Chargee be liable to account to the Chargor as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Chargee

10 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Chargee or any Receiver shall not be concerned to enquire whether the Secured Liabilities 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 Deed or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Chargee or such Receiver All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Chargee or any Receiver

11 FURTHER ASSURANCE AND POWER OF ATTORNEY

11 1 The Chargor shall from time to time execute and do all such assurances and things as the Chargee may reasonably require for perfecting this Security and, after the monies secured by this Deed shall have become payable, for facilitating the realisation of all or any part of the Charged Property and for exercising all powers, authorities and discretions conferred by this Deed or by law on the Chargee or any Receiver appointed by it

11 2 The Chargor by way of security for the payment of the Secured Liabilities irrevocably appoints the Chargee to be the attorney of the Chargor to execute and do any things which the Chargor ought to execute and do under this Deed and generally to use the name of the Chargor in the exercise of all or any of the powers conferred on the Chargee or any Receiver appointed by it under this Deed and to delegate all or any of the powers conferred by this Deed upon it to any Receiver appointed by it or to such other person or persons as it may in its absolute discretion think fit 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 Deed

12 CHARGEES RIGHTS

All powers of the Receiver may be exercised by the Chargee whether as attorney of the Chargor or otherwise

13 CONTINUING SECURITY

13 1 The Security 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 Property 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 Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

13 2 Section 93 of the LPA shall not apply to this Deed or the Security

14 NOTICES

Every notice demand or other communication under this Deed shall be in writing and may be delivered personally or by letter or facsimile or email to the address for such party contained in this Deed, or such address and/or facsimile number and/or email address as may be notified in accordance with this clause 14 by the relevant party to the other party for such purpose

15 MISCELLANEOUS

15 1 No delay or omission on the part of the Chargee in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy

15 2 The Chargee's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient

16 REGISTERED LAND

The Chargor consents to the entry of the following restriction against the Chargor's title to the Property at the Land Registry and shall provide the Chargee with all necessary assistance and/or documentation to permit entry of the restriction

"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 5th Dec 2013 in favour of Graham John Pickering referred to in the charges register or his conveyancer "

17 LAW AND JURISDICTION

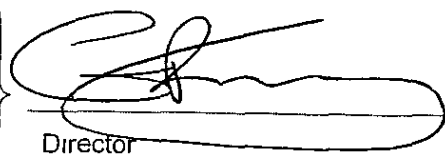
This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts

IN WITNESS WHEREOF this document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it

Schedule 1
(the Property)

The property known as St Edmund Campion Church Cedar Avenue Hazledan High Wycombe Buckinghamshire HP15 7D Was the same is registered at HM Land Registry with Title No BM48933 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situate on it

Signed as a Deed by **CANON HOUSE PROPERTIES LIMITED** acting by a director in the presence of

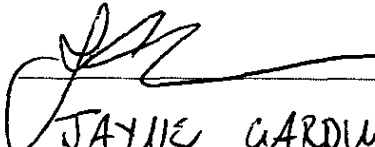

Director

Witness signature

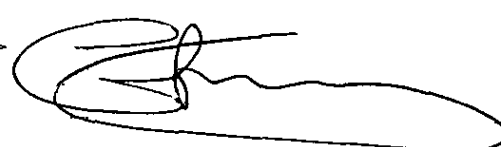
Name
(in block capitals)

Address

Occupation


JAYNE GARDINER
19 HOUNCROFT DRIVE
ST ALBANS AL4 0GF
CHARTERED SURVEYOR

Signed as a Deed by **GRAHAM JOHN PICKERING** in the presence of

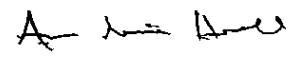


Witness signature

Name
(in block capitals)

Address

Occupation


ANNA MARIE HOWELL
27 THE BROADWAY
WHEATHAMSTEAD
HERTS. AL4 8LW
SECRETARY