



Registration of a Charge

Company name: **TURNBULL PROPERTY DEVELOPMENT LIMITED**

Company number: **09747553**



X6Z4T2IH

Received for Electronic Filing: **05/02/2018**

Details of Charge

Date of creation: **05/02/2018**

Charge code: **0974 7553 0005**

Persons entitled: **CONWAY ENTERPRISES LIMITED**

Brief description: **LAND ON THE EAST SIDE OF COVENTRY ROAD KINGSBURY
TAMWORTH B78 2LN**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MOSELEY CHAPMAN AND SKEMP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9747553

Charge code: 0974 7553 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2018 and created by TURNBULL PROPERTY DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2018 .

Given at Companies House, Cardiff on 7th February 2018

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



Companies House



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

LAND REGISTRY
LAND REGISTRATION ACT 2002

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Administrative Area : NORTH WARWICKSHIRE
Title Number(s) : WK263994
Property : Land on the East side of Coventry Road, Kingsbury, Tamworth

THIS LEGAL CHARGE is made the 5th day of February 2018

BETWEEN:

- (1) CONWAY ENTERPRISES LIMITED a company registered in the Isle of Man with Company No. 014670V whose registered office is at 16 St Georges Street Douglas Isle of Man IM1 1PL ("the Lender"); and
- (2) TURNBULL PROPERTY DEVELOPMENT LIMITED a company incorporated in England and Wales with Company No. 09747553 whose registered office is at Arundales Stowe House, 1688 High Street, Knowle, Solihull, West Midlands ("the Borrower")

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

For the purposes of this legal charge the terms defined in this clause 1 have the meaning specified

1.1. Facility Letter

"Facility Letter" means the letter from the Lender to the Borrower dated January 2018 which was accepted and counter-signed by the Borrower on January 2018 and any subsequent amendments and modifications thereto.

1.2. Gender, personality and number

Unless the context otherwise requires:-

- 1.2.1. the singular includes the plural and vice versa;
- 1.2.2. references to persons includes references to firms companies corporations or limited liability partnerships and vice versa; and
- 1.2.3. references in the masculine gender include references in the feminine or neuter genders and vice versa.

1.3. Headings

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.4. Interpretation of "the Borrower" and "the Lender"

Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons.

1.5. Joint and several liability

Where any party to this Deed for the time being comprises two or more persons obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.6. Obligation not to permit or suffer

Any covenant by the borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.7. **"The Planning Acts"**

"The Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes regulations and orders included by virtue of clause 1.11.

1.8. **"The Property"**

"The Property" means the property specified in the schedule and all buildings erections structures fixtures fittings and appurtenances on the Property from time to time.

1.9. **"The Redemption Date"**

"The Redemption Date" means the 30 September 2018.

1.10. **References to clauses**

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

1.11. **References to statutes**

Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it and any general references to a statute includes any regulations or orders made under that statute.

1.12. **'the Secured Sum'**

"the Secured Sum" means all money and liabilities for the time being due, owing or incurred to the Lender by the Borrower, whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge and interest, and expenses the Lender may incur in respect of any of the matters specified above and so that interest shall be computed and compounded as well after as before any demand made or judgment obtained;

1.13. **"VAT"**

"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT.

2. RECITALS

2.1. **Title**

The Borrower is registered at the Land Registry as proprietor with title absolute of the Property subject as mentioned in the schedule but otherwise free from incumbrances.

2.2. **Agreement to lend**

The Lender has agreed to lend to the Borrower the Secured Sum on condition that its repayment together with interest is secured in the manner set out in this document and the Facility Letter.

3. PAYMENT OF SECURED SUM INTEREST AND COSTS

In consideration of the Secured Sum now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause 3.

3.1. **Payment of Secured Sum**

3.1.1. The Borrower covenants with the Lender to pay the Secured Sum to the Lender free from any legal or equitable right of set-off on the Redemption Date or, if earlier, immediately on demand if:

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- 3.1.1.1. any interest or other sum payable under this security is not paid in accordance with the provisions of the Facility Letter; or
- 3.1.1.2. the Borrower or any surety fails to comply with any term condition covenant or provision of or to perform any of his obligations or liabilities under this or any associated or collateral security; or
- 3.1.1.3. any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect; or
- 3.1.1.4. any judgement or order made against the Borrower or any surety by any court is not complied with within 14 days; or
- 3.1.1.5. the property of the Borrower or any surety becomes subject to any forfeiture or execution distress sequestration or other form of process; or
- 3.1.1.6. a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this Deed or any other property of the Borrower or of any surety; or
- 3.1.1.7. in the case of a company or limited liability partnership:
 - 3.1.1.7.1 the Borrower or any surety ceases or threatens to cease to carry on or disposes or threatens to dispose of its business or a material part of its business; or
 - 3.1.1.7.2 the Borrower or any surety enters or seeks to enter into any form of composition or arrangement with its creditors whether in whole or in part pursuant to statute or otherwise; or
 - 3.1.1.7.3 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender).
- 3.1.2. Subject to the provisions of clause 3.1.3 the Borrower may on giving to the Lender at least 10 days previous notice in writing repay to the Lender in multiples of five thousand pounds (£5,000) on any day on which interest is payable under this Deed the whole or any part of the Secured Sum then owing.
- 3.1.3. The entitlement to make anticipatory repayments referred to in clause 3.1.2 shall only be capable of being exercised if the interest due on the proposed repayment date in respect of the whole Secured Sum for the time being owing is also paid.

3.2. **Interest**

The Borrower covenants with the Lender to pay to the Lender interest as set out in the Facility Letter.

3.3. **Costs charges expenses and other liabilities**

3.3.1 The Borrower covenants with the Lender to pay to the Lender on demand and on a full and unlimited indemnity basis all costs charges expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this Deed (including all commission legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate such interest to be payable in

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the same manner as interest on the Secured Sum.

3.3.2 Without prejudice to the generality of the provisions of clause 0, the Borrower's liability under clause 0 will include not only those costs charges expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

3.3.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this Deed;

3.3.2.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this Deed;

3.3.2.3 the exercise or contemplated exercise of any power right or discretion conferred by this Deed or by law on the Lender;

3.3.2.4 any default by the borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it;

3.3.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and

3.3.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

4. LEGAL CHARGE

The Borrower with full title guarantee charges the Property to the Lender by way of second legal mortgage with payment or discharge of all money and other obligations and liabilities in this Deed covenanted to be paid or discharged by the Borrower or otherwise secured by this Deed.

5. BORROWER'S COVENANTS AS TO THE PROPERTY

The Borrower covenants with the Lender that:

5.1. it will not without the previous consent in writing of the Lender cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it;

5.2. it will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage pledge charge incumbrance lien or other security interest in the Property other than this security; and

5.3. the execution of and the observance and performance of the Borrower's obligations under this security does not and will not contravene any other charge mortgage lease loan facility or other agreement.

6. LENDER'S POWERS AND RIGHTS

6.1. Exercise of statutory powers

6.1.1. The Law of Property Act 1925 Section 103 shall not apply to this security.

6.1.2. At any time after the money secured by this Deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this Deed shall be immediately exercisable in

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respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.

6.2. Extension of statutory powers

- 6.2.1. The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.
- 6.2.2. By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part of parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99 (18).
- 6.2.3. At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise and for these purposes the Borrower authorises the Lender to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property.
- 6.2.4. The powers referred to in or granted or varied or extended by this clause 6.2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person whether in contract tort or otherwise.


6.3. Powers in respect of furniture and effects

- 6.3.1. At any time after this security has become enforceable the Lender may as agent for and on behalf of the Borrower and at the expense of the Borrower remove store preserve sell or otherwise dispose of any livestock or any furniture effects chattels or other items situate at or in the Property which are not charged by this mortgage.
- 6.3.2. The Lender will have no liability to the Borrower for any loss incurred in connection with any removal storage preservation sale or disposal referred to in clause 6.3.1.
- 6.3.3. To the extent the Borrower does not comprise an individual or individuals the Lender will have the right to set off any proceeds of sale against the sums due under this security. To the extent the Borrower comprises an individual or individuals the Lender will pay any net proceeds of any sale (after payment or removal storage and preservation costs and the costs of the sale) to the Borrower on demand.
- 6.3.4. To the extent the Borrower comprises an individual or individuals the provisions of this clause 6.3 are not intended to grant to the Lender any rights in or any charge or security over any livestock furniture effects chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

6.4. Power to appoint receiver

- 6.4.1. At any time after this security becomes enforceable or at the request of the

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Borrower the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substitute receiver).

- 6.4.2. The Lender may at any time and from time to time by writing under hand remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver.
- 6.4.3. The Lender may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any Receiver so appointed.
- 6.4.4. None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of Receivers or as to the giving of notice or otherwise shall apply.
- 6.4.5. Where more than one Receiver is appointed they shall have the power to act severally.
- 6.4.6. Any Receiver appointed under this clause 6.4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.
- 6.4.7. Any Receiver appointed under this clause 6.4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail.
- 6.4.8. In addition to the powers conferred in clause 6.4.7 any Receiver appointed under this clause 6.4 shall have power at his discretion to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding the administration or liquidation or as appropriate bankruptcy death or insanity of the Borrower to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such Receiver shall have the power:-
 - 6.4.8.1. to take possession of collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
 - 6.4.8.2. to manage or carry on or concur in carrying on any business of the Borrower;
 - 6.4.8.3. to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
 - 6.4.8.4. to sell (whether by public auction or private contract or otherwise) lease vary renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of or otherwise dispose of or deal with all or any part of the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
 - 6.4.8.5. to seize and sever all or any fixtures at or in the Property other than to the extent the Borrower comprises an individual or individuals trade machinery as defined in the Bills of Sale Act 1878 and sell

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- the same separately from the Property or its site;
- 6.4.8.6. to settle arrange compromise or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with any business of the Borrower of the Property or in any way relating to this security;
 - 6.4.8.7. to bring take defend compromise submit to arbitration or discontinue any actions suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
 - 6.4.8.8. to disclaim abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
 - 6.4.8.9. to repair insure manage protect improve enlarge develop build complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
 - 6.4.8.10. to acquire by purchase lease or otherwise any further property assets or rights;
 - 6.4.8.11. to appoint employ and dismiss managers officers contracts and agents; and
 - 6.4.8.12. to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation management improvement or realisation of the Property or as he may consider incidental or conducive to any of the matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the Receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Borrower in respect of the Property.
- 6.4.9. All money received by any Receiver shall be applied by him in the following order:
- 6.4.9.1. in payment of the cost 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 (including preferential debts);
 - 6.4.9.2. in payment to the Receiver of such remuneration as may be agreed between him and the Lender at or at any time and from time to time after his appointment;
 - 6.4.9.3. in or towards satisfaction of the amount owing on this security with the surplus (if any) being paid to the Borrower or other persons entitled to it.

7. PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER

No person dealing with the Lender or any Receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

- 7.1. whether this security has become enforceable;
- 7.2. whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 7.3. the propriety regularity or purpose of the exercise or purported exercise of any such

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- power;
- 7.4. whether any money remains due under the security or;
- 7.5. the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

8. LAND REGISTRY

The Borrower hereby applies to the Chief Land Registrar for the registration against the registered title of the Property of the following restriction:-

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without the written consent signed by the proprietor of the charge dated...[21.12] in favour of Conway Enterprises Limited referred to in the charges register"

9. BORROWER'S COVENANTS

- 9.1. The Borrower covenants with the Lender from time to time (and for the purposes mentioned in clause 9.1.1 below notwithstanding that the Lender may not have made a demand for payment of the monies hereby secured) upon demand to execute at the Borrower's own cost any document or do any act or thing which:-

9.1.1. the Lender may specify for perfecting or improving any charge or security created or intended to be created by this security; or

9.1.2. the Lender or any Receiver may specify with a view to facilitating the exercise or proposed exercise of any of their powers or the protection management or realisation of the Property

- 9.2. For the purpose of securing the interest of the Lender in the Property and the performance of the Borrower's obligations to the Lender whether under this security or otherwise, the Borrower irrevocably and by way of security appoints the Lender and any Receiver jointly and also severally to be its attorney and attorneys (with full power to appoint substitutes and to sub-delegate including power to authorise the person so appointed to make further appointments in both cases with regard to all or any parts of the Property) on its behalf and in its name or otherwise, to execute any document or do any act or thing which the Borrower is obliged to the Lender to execute or do, whether under this security or otherwise, or which the Lender or any Receiver (or its substitute or delegate) may, in his or its absolute discretion, consider appropriate in connection with the exercise of any of the property of the Lender or any Receiver, and without prejudice to the generality of its power to appoint substitutes and to sub-delegate and without prejudice to clause 6.4.8.4, the Lender may appoint any Receiver as its substitute or delegate and any person appointed the substitute of the Lender shall, in connection with the exercised of the said power of attorney, be the agent of the Borrower and clause 6.4.6 shall apply mutatis mutandis.

10. INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower or to any other person time or indulgence further credit loads or advances or enter into any arrangement or variation of rights or either in whole or in part release abstain from perfecting or enforcing or neglect or fail to perfect or enforce any

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remedies securities guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

11. DEMANDS AND NOTICES

- 11.1. Any demand or notice by the Lender under this security must be in writing and shall be deemed to have been properly served on the Borrower if served personally on any one of the directors or the secretary of the Borrower.
- 11.2. Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Borrower:-
- 11.2.1 at 10.00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;
- 11.2.2 when dispatched if given by fax; and
- 11.2.3 when left at the property concerned if delivered.
- 11.3. The methods of service described in clause 11.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.
- 11.4. If the expression "the Borrower" includes more than one person service on any one person shall be deemed to constitute service upon all such persons.

12. VALIDITY AND SEVERABILITY

- 12.1. Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not be affected or impaired.
- 12.2. If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

13. EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it.

14. GOVERNING LAW AND JURISDICTION

- 14.1. This mortgage shall be governed by and construed in accordance with English law.
- 14.2. It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit action or proceeding arising out of or in connection with this mortgage may be brought in such courts.
- 14.3. Nothing in this clause 14 shall limit the Lender's rights to take proceedings against the Borrower in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction.

IN WITNESS whereof the parties hereto have duly executed this Deed the day and year first before written

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10/10/2017

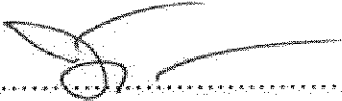


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SCHEDULE
The Property

The freehold premises known as land on the East side of Coventry Road, Kingsbury, Tamworth, Warwickshire, formerly the Kingsbury Health Centre registered at the Land Registry with Title Number WK263994 subject to the first fixed legal charge of Conway Enterprises Limited (formerly Conway Enterprises Inc) dated 20th May 2016 and the second fixed legal charge of Conway Enterprises Limited dated 15th August 2017.


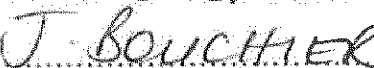
Executed as a Deed by
TURNBULL PROPERTY
DEVELOPMENT LIMITED
acting by a Director
in the presence of:


.....
Director

Signature of Witness

Name of Witness

Address of Witness


.....

.....
..... Moseley Chapman & Skemp
..... 4 Trinity Place, Midland Drive
..... Sutton Coldfield, W. Mids. B72 1TX
..... DX 12712
..... Tel: 0121-355-4537

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Signed as a Deed on behalf of
CONWAY ENTERPRISES LTD
a company incorporated in the
Isle of Man by Anthony Elliott
Barber being a person who in
accordance with the laws of
that territory are acting under
the authority of the company

.....
Authorised Signatory

Signature of Witness

Name of Witness

Address of Witness

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