

THIS LEASE is dated the 21st day of August 2017 and is made BETWEEN:-

1. URBANFLOAT LIMITED (co registration number 04717315) whose office is at 68 Rodney Street, Liverpool, L1 9AF ("the Landlord"); and
2. SMC Financial Services Ltd CRN 10614107 of 1<sup>st</sup> Floor 73 Liverpool Road Crosby Liverpool L23 5SE ("Tenant")

## **PART ONE : DEFINITIONS AND INTERPRETATION**

### **1. DEFINITIONS**

Where in this Deed the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires:-

#### **1.1 Agreed term**

Three years commencing on the Term Commencement Date

#### **1.2 Property Premises**

The first floor office suite situate at 73 Liverpool Road, Crosby and being part of the land comprised in Title Number MS 482921 and shown edged red on the plan attached hereto "the plan" and more particularly consisting of:-

- a) the inner surface of and the paint, paper and other decorative finishes applied to the interior of the exterior walls of the property/premises and the stanchions, but not any other part of the exterior walls or the stanchions;
- b) the floor finishes so that the lower limit of the property/premises includes such finishes but does not extend to anything below them;
- c) the paint, paper and other decorative finishes applied to the underside of the ceiling of the property/premises but no other part of the roof of the building of which the property/premises forms part and no air space above the said building;
- d) the inner half severed medially of the internal wall or walls dividing the property/premises from any adjoining units in the building of which the property/premises forms part;
- e) the windows and the window frames;

f) all additions and improvements to the property/premises;

g) all Landlord's fixtures and fittings of every kind now in or upon or which shall from time to time be in or upon the property/premises (whether originally affixed or fastened to or upon the same or otherwise) except any such fixtures installed by the tenant and that can be removed from the property/premises without defacing the same; and

h) any pipes that exclusively serve the property/premises.

### **1.3 Common Parts**

Such entrances, passages, staircases, steps, circulation areas, landscaped areas, service yards, loading bays, car parking areas, forecourts, lavatories and other areas within the Estate (but not within the premises) from time to time available to be used and enjoyed in common by the Landlord and the Tenant and their respective tenants, occupiers, visitors or any of them.

### **1.4 Conduit**

Any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures.

### **1.5 Determination of the Term**

The determination of the Term by re-entry notice surrender or otherwise.

### **1.6 Estate**

The Landlord's property comprised in Title Number MS 482921.

### **1.7 Insurance Rent**

A fair and reasonable proportion of all premiums and other expenses incurred by the Landlord pursuant to Part Four of this Lease assuming (for the avoidance of doubt) that the Landlord is the owner and operator of the building and will also make a contribution of a fair and reasonable proportion of all such premiums and other expenses not to exceed 25% of the same and be revised downwards in the event of further development of the Estate.

### **1.8 Insured Risks**

Shall have the meaning ascribed to that expression in Part Four of this Lease

### **1.9 Interest**

Interest at the interest rate (both before and after any Judgment) calculated on a daily basis from the date on which interest becomes chargeable on any payment pursuant to any provision of the Lease to the date upon which such payment is made such interest to be compounded with rests at the usual quarter days.

**1.10 Interest Rate**

4% p.a. above the base lending rate from time to time of Barclays Bank PLC (or of such other recognised UK high street Bank as the Landlord may give notice from time to time).

**1.11 Lease**

This Lease as from time to time varied or supplemented where by Deed, licence or otherwise.

**1.12 Party**

The Landlord or the Tenant and "Parties" shall mean both of them.

**1.13 Permitted User**

For use as offices by the Tenant and Assignees authorised by the Landlord.

**1.14 Plan**

A plan annexed to this Deed.

**1.15 Rent**

The sum of £8,900.00 per annum from the Term Commencement Date to the 31<sup>st</sup> May , 2018 ,

The sum of £10,400.00 per annum from 1<sup>st</sup> June, 2018 to 31<sup>st</sup> May, 2020.

**1.16 Rent Payment Dates**

On the first day of each month .

**1.17**      **Retained Property**

All parts of the Estate and the building or buildings on it not comprised in any demised unit and including by way of illustration and not by way of limitation:

- a) the roof and foundations;
- b) its load bearing walls and columns (including plaster or other decorative finishes and all external walls;
- c) its floor structures (including beams and joists but excluding floorboards, floor screeds and floor finishes;
- d) all surfaces of the building or buildings on the Estate exposed to the elements except surfaces made of glass and the window frames.

**1.18**      **Schedule**

A Schedule to this Lease.

**1.19**      **Service Charge**

A reasonable service charge per annum (to be calculated) taking into account the Tenant making a reasonable contribution to the upkeep of the fabric of the building and not to exceed 25% of the same and to be revised downwards in the event of further development of the Estate.

**1.20**      **Term**

The Agreed Term and any continuation or extension of it whether by agreement, operation of law or otherwise.

**1.21**      **Term Commencement Date**

1st June , 2017.

**1.22**      **V.A.T.**

Value Added Tax charged under the Value Added Tax Act, 1994 or under the Sixth Council Directive of the Council of the European Communities (77/388/EC) or under any rule, regulation Order or instrument authorised to be made by that Act or by that Directive.

## **2. INTERPRETATION**

The provisions of the Lease shall, unless the context otherwise requires, be construed as follows:-

- a) Obligations and liabilities of a Party comprising more than one person are obligations and liabilities of such persons jointly and severally;
- b) Words importing one gender include all other genders and words denoting natural persons include corporations and unincorporated bodies;
- c) The singular includes the plural and vice versa;
- d) A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party;
- e) A consent or approval to be given by the Landlord is not effective for the purposes of the Lease unless it is in writing and signed by or on behalf of the Landlord;
- f) Reference to a statute includes any amendment, modification, extension, consolidation or re-enactment of it and any statutory instrument, regulation or Order made under it which is for the time being in force;
- g) Headings to Clauses, Schedules or parts of the Lease do not affect the interpretation or construction of the Lease.

## **PART TWO : DEMISE**

### **3. DEMISE**

In consideration of the covenants on the part of the Tenant contained in this Lease the Landlord demises to the Tenant the property/premises;

- a) Together with the rights set out in Schedule 1;
- b) Except and reserving to the Landlord as set out in Schedule 2;
- c) Subject to all rights, easements, restrictions, covenants and liabilities affecting the premises save for any which the Landlord was aware of on the date of this lease but did not disclose to the Tenant;
- d) Yielding and paying to the Landlord the rent and other monies reserved as rent.

### **PART THREE : TENANT'S COVENANTS**

#### **4. INTRODUCTION**

With effect from and including the Term Commencement Date the Tenant covenants with the Landlord as set out in this part of the Lease.

#### **5. RENT**

The Tenant shall pay to the Landlord:-

- a) The Rent as provided in Clause 3(d) of this Lease; and by way of further rent;
- b) The Insurance Rent; and by way of further rent;
- c) All other sums payable from time to time by the Tenant to the Landlord by virtue of the provisions of this Lease.

#### **6. OUTGOINGS**

The Tenant shall pay and indemnify the Landlord against all rates, taxes, assessments, impositions, duties, charges and outgoings ("outgoings") now or at any time during the Term payable by the owner or occupier or otherwise due solely in respect of the premises and other land (except in each case any tax assessed on the Landlord or any superior Landlord in respect of its ownership of, rental income from or any dealing with its reversionary interest).

The Tenant shall pay and keep the Landlord indemnified against all V.A.T. which may from time to time be charged on the Rent or on any other monies payable by the Tenant under the Lease.

The Tenant shall pay and indemnify the Landlord against all charges for electricity, gas and other services at the premises.

#### **7. REPAIR AND DECORATION**

The Tenant shall (subject to the provisions relating to insurance set out in Part Four of the Lease and subject to the provisions of Clauses 12 and 13):-

- a) Keep the premises at all times in good and tenantable repair and condition;
- b) Maintain the premises at all times in a clean and tidy condition;

- c) Clean the outside of all windows at such regular intervals as is reasonably necessary to keep them reasonably clean;
- d) Within three months (or sooner in emergency) of receipt of notice from the Landlord of any breach of this Clause 7 to carry out repair, cleaning or decoration required to remedy the breach if the Tenant fails diligently to comply with such notice the Landlord may enter the premises to carry out such work and the Tenant shall, upon demand, pay the Landlord all costs which the Landlord incurs such costs being a debt due from the Tenant to the Landlord.

## **8. ALTERATIONS**

Without prejudice to the saving in the Clause 9(a) the Tenant shall make no external addition or alteration to the premises unless permitted

## **9. SIGNS/NOISE/MUSIC**

The Tenant shall not :-

- (a) (save for reasonable signage showing the name (s) and/or business names (s) of the Tenant and/or any sub-tenants or occupiers of the Premises) display any notice, sign, poster or advertisement which is visible from outside the Premises except in a manner first approved by the Landlord (such approval not to be unreasonably withheld)
- (b) Create or permit to be created in the Premises any noise or vibration whatsoever (including music) which may be heard or felt outside the Premises

## **10. USER**

- 10.1 The Tenant shall not use the premises otherwise than for the Permitted User
- 10.2 The Tenants shall not use the Premises in a manner which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Landlord of any other person
- 10.3 The Tenants shall not reside or sleep on the Premises nor use them for any sale by auction or for any dangerous, noisy or offensive purpose or for any illegal or immoral activity nor as a betting shop, discotheque, a casino, a bingo hall, an amusement arcade, a sex shop nor for the sale of any living creature
- 10.4 The Tenant shall not make use of Conduits beyond their capacity nor in a manner which may block or damage them and in particular will not stop up or obstruct or permit oil, grease or other deleterious matter or substance to enter any drain or sewer

- 10.5 The Tenant shall comply with the Regulations provided that where the Regulations are inconsistent with any term or provision of this Lease the relevant term of provision of this Lease shall prevail

## **11. LEGAL OBLIGATIONS**

- 11.1 In this Clause 11 "Legal Obligation" means any present or future statute, statutory instrument or bye-law, or any present or future regulation, order, notice, direction, code of practice or requirement of any Authority in so far as it relates to the Premises or to their occupation or use but irrespective of the person on whom such obligation is imposed.
- 11.2 If the Tenant receives from an Authority formal notice of a Legal Obligation it shall forthwith produce a copy to the Landlord and if such notice is in the Landlord's reasonable opinion contrary to the interests of the Landlord the Tenant shall (at the cost of the Landlord) make such objection or representation against such Legal Obligation as the Landlord may reasonably require but otherwise shall its own expense observe and comply with all Legal obligations
- 11.3 Where a Legal Obligation requires the carrying out of works the Tenant shall so far as such Legal Obligation permits also comply with the provisions of the Lease in relation to such works
- 11.4 The Tenant shall not do or omit to do in relation to the Premises or their use or occupation anything by reason of which the Landlord may incur any liability whether for costs, a penalty, damages, compensation or otherwise
- 11.5 The Tenant shall not cause or permit a nuisance on or in relation to the Premises and if a nuisance occurs shall (subject to Clause 11.8) forthwith take all necessary action to abate it
- 11.6 Without prejudice to generality of this Clause 11 the Tenant shall subject to Clause 11.8) in particular observe and comply with all Legal Obligations of any appropriate Authority relating to health and safety, means of escape in case of fire, and the protection and preservation of life and property carrying out such works of maintenance and improvement to the Premises as may from time to time be required by such Legal Obligations
- 11.7 The Tenant shall carry out any works to the Premises not only in accordance with Legal Obligations but also with good quality materials and in a good and workmanlike manner to the reasonable satisfaction of the Landlord
- 11.8 Nothing in this Clause 11 shall require the Tenant to do anything that is not lawfully



able to do by virtue of the demise granted by this Lease and/or the rights granted to the Tenant by this Lease

## **12. PLANNING**

- 12.1 The provisions of this Clause 12 supplemental the general obligations imposed by Clause 11
- 12.2 The Tenant shall not commit a breach of planning control (as defined in Section 171 (A)(1) of the Town and Country Planning Act 1990) in relation to the Premises
- 12.3 The Tenant shall observe and comply with the Planning Acts in relation to the Premises

## **13. DEFECTIVE PREMISES**

The Tenant shall promptly give notice to the Landlord of any defect in the Premises in respect of which the Landlord may have a liability or duty of care under the Lease, the Defective Premises Act 1972 or otherwise

## **14. LANDLORD'S RIGHTS**

The Tenant shall permit the Landlord and persons authorised by any of them to exercise any right excepted and reserved by Schedule 2 and in addition the right to enter the Premises at all reasonable times after reasonable notice (except in emergency) with tools and equipment (if appropriate) but subject to the Landlord making good (to the reasonable satisfaction of the Tenant) any damage to the Premises caused by their exercise (which the Landlord hereby covenants to do) to inspect the Premises to ascertain whether the Tenant is complying with the Lease or to view their state and condition

## **15. COSTS**

The Tenant shall pay and indemnify the Landlord against all reasonable and proper liability, costs, fees, charges, disbursements and expenses connected with, incidental to, consequent upon and (where appropriate) in contemplation of :-

- (a) an application for the Landlord's consent (whether or not consent is given (but only where a refusal is lawful in the case of a refusal of consent) or the application is withdrawn)
- (b) the recovery of arrears of Rent or other sums payable under the Lease: and
- (c) the enforcement of any covenant or obligation of the Tenant under the Lease

## **16. INTEREST**

With prejudice to any right or remedy of the Landlord the Tenant shall pay the Landlord Interest of any Rent and VAT (if applicable) and on any other sum which is not paid to the Landlord on the date it is due (whether payment is formally demanded or not)

#### **17. INDEMNITY**

The Tenant is responsible for and shall indemnify and keep the Landlord indemnified against all claims, demands, actions or proceedings made or brought and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with :-

- (a) The use and occupation of the Premises
- (b) The state of repair and condition of the Premises (except to the extent (if any) caused by any act or default of the Landlord);
- (c) Any act omission or negligence of the Tenant or of any other person at the Premises with the express or implied authority of the Tenant or of anyone deriving title through the Tenant; and
- (d) Any breach of any covenant or other provision of the Lease to be observed or performed by the Tenant

#### **18. YIELD UP**

Upon the Determination of the Term the Tenant shall yield up the Premises in a state and condition consistent with due compliance by the Tenant with its covenants and obligations under the Lease PROVIDED THAT the Tenant shall not be required to put or keep the Property/Premises in any better state or condition than they are in at the time of the Lease

### **PART FOUR : INSURANCE**

#### **19. DEFINITIONS**

Where in this part of the following underlined words commence with capital letters they have the following meanings unless the context otherwise requires

##### **19.1 Insured Risks**

Risks of loss or damage by fire, storm, tempest, flood, lightning, explosion, aircraft, articles dropped from aircraft (in time of peace), riot, civil commotion, malicious persons, aerial objects, impact, bursting and overflowing of water tank apparatus and pipes and by such other perils against which the Tenant or Landlord may insure or procure to be insured at

their cost and subject to reasonable contribution from the tenant to be decided at a later date

#### **19.2 Landlord Insurance**

Insurance effected in such reputable insurance office of repute with such underwriters and through such agency as the Landlord may reasonably decide and subject to such excesses, exclusions, limitations and conditions as the insurer may require or the Landlord may reasonably negotiate and covering :

- (a) the premises and retained property against the Insured Risks in so far as insurance is available for a particular risk on terms or at a premium which is reasonable in the market place for a sum sufficient to cover the cost of reinstatement including architect's consultant's and surveyor's fees and appropriate allowance for inflation
- (b) third part and public liability in respect of the Premises and retained property for such sum as the Landlord may from time to time reasonably consider prudent
- (c) such matters in relation to the Premises and retained property not otherwise specifically mentioned in this part or effect under part 5 of the Lease as the Landlord or any superior Landlord from time to time reasonably considers prudent

#### **20. LANDLORD'S INSURANCE COVENANTS**

The Landlord covenants with the Tenant that from and including the Term Commencement Date until the Determination of the Term:-

- (a) the Landlord will effect and maintain or procure to be effected and maintained landlord insurance
- (b) the Landlord will upon reasonable request from time to time produce to the Tenant a copy or full details of the policies of the Landlord Insurance and evidence that they are in force
- (c) the Landlord will notify the Tenant of any change in the provisions of any policy of Landlord Insurance from time to time which is material to the Tenant
- (d) the Landlord will use the insurance proceeds to reinstate but should the insurance monies be insufficient to rebuilding or reinstate the Property and

Premises the Landlord will make up the difference out of its own monies without recharging any part thereof to the Tenant

## **21. DETERMINATION**

If the Premises are destroyed or damaged by any of the Insured Risks such that they are unfit for occupation and use if the Tenant is unable within 2 years of such destruction or damage (despite using all reasonable endeavours) to obtain a necessary permission or any permission is granted subject to a lawful condition with which it is unreasonable to expect the Tenant to comply or there is some defect in the Site or there are any other circumstances that means that the Premises can only be reinstated or rebuilt at a cost that is unreasonable in all circumstance or if for any reason beyond the control of the Tenant rebuilding or reinstatement is prevented then the Tenant may be written notice to the Landlord served at any time after that date (but before the Premises are again fit for occupation and use) determine this Lease and if such notice is served:

- (a) this lease shall forthwith determine but the determination shall be without prejudice to any right of action of either party in respect of any previous breach of this Lease by the other and
- (b) In the event that the Landlord does not use the insurance proceeds to reinstate then they shall be shared between the Landlord and the Tenant in such proportions as is reasonable having regard to their respective interests in the Premises

## **22. SERVICE COSTS**

In this part of the Lease "Service costs" means the aggregate of :-

- (a) all rates, taxes, charges, assessments and outgoings properly payable in respect of all or any part of the Property and Premises and the Retained Property ;
- (b) the proper cost of electricity or other fuel supplies for the provision of the services ;
- (c) the reasonable and proper cost of employing or arranging for the employment of staff to provide the Services such cost to include all incidental expenditure such as (without prejudice to the generality of the foregoing) that relating to : insurance, pension and welfare contributions, the provisions of clothing, the provision of tools and equipment; the provision of transport facilities; the provision of workshops and a site office;
- (d) the reasonable and proper cost of providing, maintaining and renewing such equipment, materials and supplies as are from time to time required in order to provide the Services;

- (e) the reasonable and proper cost of all maintenance and other contracts entered into in relation to the provision of Services;
- (f) the reasonable and proper cost to the Landlord of complying with or contesting the requirements or proposals of any Authority in so far as they relate to the Retained Property ;
- (g) the reasonable and proper cost of preparing and auditing Service Charge accounts (whether carried out by the Landlord or by the Landlord's agents or accountants);
- (h) the reasonable and proper cost of obtaining such professional advice as may from time to time reasonably be required in relation to the management of the Retained Parts and the provision of Services being not more than 10% of the aggregate of all other Service Costs ;
- (i) VAT (or other tax) where chargeable on any of the Service Costs to the extent that it cannot be recovered by the Landlord ;

**23. PROVISION OF SERVICES**

The Landlord covenants with the Tenant to provide or procure to be provided the Services from and including the Term Commencement Date until the Determination of the Term but the Landlord will have no liability to the Tenant :-

- (a) for any failure to provide Services during any period when the Tenant is in arrears with payment of Rent, Insurance Rent, Service Charge or any other monies due from the Tenant to the Landlord under the Lease save where there is a genuine dispute between the Parties resulting in non-payment by the Tenant which is not vexatious;
- (b) for the interruption of a Service for reasons of inspection, maintenance, repair or other works (in which event the Landlord will restore the Service as soon as reasonably practicable);
- (c) for failure to provide a Service due to damage, breakdown, inclement weather, shortage of fuel or water, or any other cause beyond the Landlord's control (although the Landlord will then take all reasonable steps to restore such Service or provide an alternative Service as soon as reasonably practicable);
- (d) for withdrawal of a Service if the Landlord reasonably considers it is no longer appropriate

**PART FIVE : LANDLORD'S COVENANTS**

**24. Quiet Enjoyment**

Subject to the Tenant paying the Rent and other sums due under this Lease and complying with its covenants the Landlord covenants with the Tenant from and including the Term Commencement Date until the Determination of the Term to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

25. **Regulations**

The Landlord covenants with the Tenant not to do or omit to any act or thing which would be in breach of Regulations

26. **Maintain Retained Property**

To keep all parts of the Retained Property in good repair and condition

PART SIX : MISCELLANEOUS PROVISIONS

27. **User**

The Landlord does not warrant that they Premises may lawfully be used for any purpose authorised under the Lease

28. Notices

28.1A notice by one party (the "sender") to amount (the "recipient") is served if in

writing and either delivered to the recipient or sent by registered or recorded delivery post addressed the recipient at his address as stated in this deed or as from time to time notified to the sender

28.2In this Clause 29 "writing " includes facsimile or other electronic means of

communication and "delivered" includes communication by such means in which event service is deemed to be effected when the sender has finished transmitting the notice unless either the sender knows or ought reasonably to know that the transmission has failed or is incomplete (in which case service is not effected until the notice has been duly transmitted) or transmission takes place outside normal business hours (in which case notice is deemed to be served when normal business hours next commence)

28.3In this Clause "working day" means any day except Saturday, Sunday or bank or public holiday and "normal business hours" are 9.30 am to 5.30pm on a working day

28. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purpose of the Contracts (Rights of Third Parties) Act 1999 the parties hereto agree that they do not intend any terms of this Lease to be enforceable by any third party who but for that Act would have been entitled to enforce such terms

**29. TENANTS OPTION TO DETERMINE ON NOTICE**

If the Tenant wishes to determine the Lease at the end of each year of the term and gives to the Landlord not less than three months notice of that wish and up to the determination pays the Rent and performs and observes the covenants contained in this Lease and is not materially in breach of the covenants contained in this Lease then on expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

**SCHEDULE 1**

**Rights**

The Tenant and those deriving title through or otherwise authorised by the Tenant shall have the following rights during the Term:-

- (a) At all times the right of access to and egress from the Premises through the Common Parts and to and from the adopted highway and the right otherwise to use the Common Parts for the purposes of which they are intended
- (b) The right to connect into and use (subject to the regulations of any appropriate Authority) Conduits within the Estate
- (c) The right to use or enjoy the benefit of such Facilities as may from time to time be available
- (d) The right for support and protection for the Premises from the Estate
- (e) The right to enter on the estate with or without plant and machinery and other equipment for the purpose of carrying out any of the Tenants obligations in this Lease taking all due care in the exercise of such right and making good any damage caused as a result of the exercise of such right
- (f) The right subject to prior written approval of the Landlord (which shall not be unreasonably withhold) to attach to the Building such reasonable attachments including signs and external lighting as extend into the airspace above the Retained property provided that such attachment do not extend more than 2 metre into such airspace
- (g) The right at all times of access to and egress from the common parts mentioned in clauses 1.4 and 1.19 of this Lease

- (h) The right at all times of access to and egress from the Property/Premises over, across and along the access leading from the pavement of Liverpool Road to the Property/Premises and shown hatched green on the attached plan
- (i) The right to retain in situ any air conditioning units, plant and equipment (the air conditioning) which has prior to the date hereof been erected by the Tenant on the Retained Property including the right at any time during the term to enter upon the Retained Property with and without workmen for the purpose of inspecting, cleaning, removing, replacing, repairing or carrying out any works in connection with the air conditioning equipment including similar rights to erect new and additional air conditioning equipment any time after the date hereof

## SCHEDULE 2

### Exception and reservations

The following rights are expected and reserved to the Landlord:-

- (a) All rights of support and protection afforded by the Premises
- (b) Right of free and uninterrupted passage and running of water drainage gas electricity communication and other services by an Conduit of Facility forming part of the Retained Property in on or passing through the Premises and the right to enter the Premises in order to inspect clean maintain repair renew remove divert make connections with or install any new Conduit or Facility
- (c) All rights which the Tenant covenants to permit under the terms of this Lease

**IN WITNESS** whereof this Lease has been duly executed as a Deed on the first dated above

**SIGNED** as a Deed by **URBAN FLOAT LIMITED** acting by a Director and it's Secretary or two Directors

Director

Secretary/Director



**SIGNED** as a Deed by  
SMC Financial Services Limited  
acting by a Director  
In the presence of;

Witness Signature.....

Witness Full Name.....

Address.....

Occupation.....

Secretary or two Directors

Director

Secretary/Director



CHRISTOPHER BRANNAN

**SIGNED** as a Deed by  
SMC Financial Services Limited  
acting by a Director  
In the presence of;

Witness  
Signature.....

Witness Full  
Name.....

Address.....  
.....

Occupation.....  
.....