IN THE COMMONWEALTH OF THE BAHAMAS
IN THE SUPREME COURT

Common Law and Equity Division

Claim No. 2023/CLE/gen/00011

B E T W E E N

CAMILLE ALEXANDRIA GLINTON

Claimant

AND

KERON COAKLEY

Defendant

Before:	Assistant Registrar Jonathan Deal
Appearances:	Dywan Rodgers for the Claimant
	Ian Jupp for the Defendant
Hearing dates: (before the above)	26 September 2024, 14 January 2025 and 5 February 2025

RULING

ASSISTANT REGISTRAR DEAL

[1.] This is a ruling on an application made by the Defendant by a notice of application filed on 30 October 2023 and amended on 17 September 2024 for:

(i) the Claimant's statement of claim filed on 6 January 2023 to be struck out in its entirety in accordance with **Parts 26.2** or **26.3** of the **Supreme Court Civil Procedure Rules, 2022** (the "**CPR**"); and

(ii) damages against the Claimant for slander of the Defendant's title from November 2019 to date.

[2.] The application is in substance a strike out application made under **Part 26.3**. There is no question of the Court making a strike out order of its own initiative under **Part 26.2**, as the Defendant applied for the same relief that he invites the Court to grant of its own initiative. That distinguishes this case from **Rock Jean v 1st National Bank of St. Lucia** Claim No. SLUHCV2010/0934, one of the cases relied on by the Defendant. The issue of whether damages should be awarded against the Claimant for slander of title is not live at this time because the Defendant accepted that an Assistant Registrar lacks jurisdiction to adjudicate upon the substantive issue of slander of title and did not pursue it.

[3.] The grounds upon which the Defendant moves to have the Claimant's statement of claim struck out are threefold:

(i) the Claimant is not the correct party and has no standing to commence, to continue or to sustain this action. Lot No. 18 of Opulent Heights Subdivision No. II is not one of the lots listed in the schedule of the Conveyance by Way of Assent dated 1 April 2020 ("the 2020 Conveyance by Way of Assent") upon which the Claimant relies.[1] The Claimant had and has no right, title, estate or interest in the property. Lot No. 18 was specifically exempted from the 2020 Conveyance by Way of Assent and the true and rightful owner of Lot No. 18 is someone else. The Claimant always knew, or ought to have known, of all of these facts. (The **"Locus Standi Ground"**.)

(ii) this action is very premature because the Claimant's husband, Tyrone Glinton, lost an application to set aside a judgment entered in default of defence in his capacity as the Claimant's attorney in **Theodore Jamaine Turnquest v Tyrone Glinton (in his capacity as Attorney of Camille Glinton Administratrix of the Estate of Melissa Lightbourne, deceased) 2020/CLE/gen/00604** ("the Turnquest Action"), in which it was decided that Lot No. 18 was not actually owned and possessed by the Claimant but

[1] Paragraph 1 of the Claimant's statement of claim pleads: "1. The Plaintiff is the owner of various lots of land in the Subdivisions called and known as Opulent Heights Subdivisions I & II including all that piece parcel or lot of land numbered 18 situate in Opulent Heights Subdivision Number II located in the Western District of the Island of New Providence by virtue of an Indenture of Conveyance By way of Assent dated the 1st day of April, 2020 and made between the Plaintiff as Administratrix of the Estate of Melissa Bernadette Lightbourne of the one part and the Plaintiff as Heir-at-Law of the Estate of Melissa Bernadette Lightbourne of the other part and now recorded in the Registry of Records in the City of Nassau in Book 13495 at pages 554 to 557 (hereinafter referred to as 'the subject property')". (Emphasis added)

rather the opposing party in that action, both in years past as well as the present day. The Claimant's husband sought to appeal that decision, however he did not complete prosecution of the appeal (i.e. set the appeal down for hearing) within the prescribed time period. Consequently, he is facing a strong application to have his appeal discharged, and thereby dismissed. (The "**Prematurity Ground**".)

(iii) the Claimant's writ of summons was never properly served because (a) the process server never showed the Defendant the original writ when he was asked to do so at the time that he served the Defendant with a copy of the same, as he was required to do under the **Rules of the Supreme Court** ("**RSC**") and (b) the process server never endorsed the original writ or any copy of the writ with the particulars of service within three business days of purported service on the Defendant. (The "**Irregular Service Ground**".)

[4.] The Defendant's application was substantively argued at a hearing on 5 February 2025. The Defendant relied upon the Affidavit of Keron Coakley filed on 17 September 2024, the Supplemental Affidavit of Keron Coakley filed on 14 January 2025, and submissions dated 11 October 2024 and 27 January 2025. In opposing the application, the Claimant relied upon the Affidavit of R/Inspector 15 Stan Davis filed on 27 January 2023, the Affidavit of Gilbert A. Thompson filed on 18 November 2024, the Affidavit of Tyrone Neil Glinton filed on 15 November 2024 and skeleton arguments dated 18 November 2024.

Background

[5.] The Claimant commenced these proceedings by a writ of summons filed on 6 January 2023. On the Claimant's evidence, a true copy of the writ was personally served on the Defendant on 23 January 2023. The Defendant failed to file an appearance or defence within the time prescribed for so doing and, as a result, the Claimant filed a summons for leave to enter judgment in default of appearance on 17 February 2023. That summons was set down for hearing on 9 August 2023, but it was eventually overtaken by the present application, which is being determined before the application for judgment in default. The Defendant filed a defence and counterclaim on 20 September 2024, purporting to have been granted leave to do so.[2]

[6.] In these proceedings, the Claimant, the administratrix and sole heiress of the estate of the late Melissa Lightbourne, claims to be the true and lawful owner of various lots of land in Opulent Heights Subdivisions Nos. I and II in the Western District of New Providence including Lot No. 18 of Opulent Heights Subdivision No. II. The Claimant seeks a declaration that she is the sole owner of Lot No. 18 and compensation for what the Claimant says is the Defendant's unlawful occupation of Lot No. 18. In her pleaded case, the Claimant places reliance on the 2020 Conveyance by Way of Assent to found her title to Lot No. 18. However, as the Defendant has pointed out in this application, Lot No. 18 is not one of the scheduled properties to which that instrument is expressed to relate. Lot No. 18 was also not included in the Claimant's Oath of Administrator.

[2] The court notes reflect that on 22 February 2024 the Court directed that the Claimant provide, serve and file his affidavits in support of his application to strike out with a *draft* defence and submissions by 31 July 2024 and the matter was adjourned to 26 September 2024.

[7.] In her submissions opposing the Defendant's application, the Claimant changed tack and relied on **Section 4(1)(b)(v)** of the **Inheritance Act**, **Section 4(4)** of the **Inheritance Act**, and the legal proposition that a sole heir has a beneficial interest in the entire estate of the propositus, asserting that, on the late Melissa Lightbourne's death on 30 August 2019, she immediately obtained an equitable interest in all the real and personal property that Melissa Lightbourne owned at the time of her death pursuant to the laws of intestacy, including Lot No. 18. To support this, the Claimant relied upon the case of **Keshia Woods v Thomas Lockhart** [2021] 1 BHS J. No. 77, where Hanna-Adderley J stated:

> "24 There is no dispute between the parties that the Deceased died intestate and is survived by his only child the said Minor. Pursuant to Section 4 of the Inheritance Act she is the sole Heir at law and is entitled to the whole estate. Persons in priority to take out grants of Letters of Administration of an intestate's estate are generally those entitled to benefit on intestacy. In the Bahamas statutory provisions stipulate the order of priority with respect to entitlement to grants of Letters of Administration as is seen in Section 9 (b) of the Probate and Administration of Estates Rules 2011 above.
>
> 25 The said Minor has at this stage in my view a beneficial interest in the estate. ... As legal guardians of an individual who has a beneficial interest in the estate of the Deceased and an interest in preserving the assets of the estate for that individual, the Plaintiffs have in my view locus standi to approach the Court to seek relief."
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> [Emphasis added]

[8.] The Defendant, a pastor, claims to be a purchaser of Lot No. 18. The Defendant admits to being in occupation of Lot No. 18 but denies that the Claimant is the true and lawful owner of Lot No. 18. The Defendant defends his occupation of Lot No. 18 by an alleged agreement for sale dated 4 December 2013 that he entered into with Theodore Jamaine Turnquest for the purchase of Lot No. 18 from him by instalments.[3] The Defendant claims to have purchased Lot No. 18 from Mr. Turnquest, whom he says is the true and lawful owner of Lot No. 18, by "in-house financing". The Defendant claims to have paid $62,350 of the agreed $86,000 purchase price to date. The Defendant also claims to have occupied Lot No. 18 for several years during Melissa Lightbourne's lifetime without disturbance.

[9.] The Defendant contends that Mr. Turnquest acquired a 50% interest in the Opulent Heights Subdivisions under a 2004 partnership agreement that he entered into with Melissa Lightbourne for the development and sale of land owned by her. The alleged partnership agreement has not been put into evidence but, in the Turnquest Action, it was described in the statement of claim as an agreement for the development and sale of land belonging to Melissa Lightbourne by Mr. Turnquest in return for a 50% share of the net profits. It has been described in slightly different terms by the Defendant in these proceedings, the thrust of his position being that the alleged partnership agreement gave Mr. Turnquest some form of cognizable interest. The Defendant

[3] The agreement for sale dated 4 December 2013 is drafted in standard form and purports to memorialize an agreement between Mr. Turnquest (in his personal capacity) and the Defendant for the sale of Lot No. 18 to the Defendant by Mr. Turnquest as beneficial owner for the purchase price of $86,000 by upfront deposit of $3500 and the balance of $82,500 to be paid by monthly installments of $500. The completion date is specified to be at the expiration of a payment schedule.

asserts that the Claimant "is not now, and will never be, a bona fide acquirer of the legal estate of Lot No. 18 for value without notice of prior evidence of ownership (or at the very least, a significant interest therein) by Mr. Turnquest".

[10.] The Defendant asserts that Lot No. 18 was deliberately omitted from the 2020 Conveyance by Way of Assent because its draftsman, attorney Troy Kellman, was aware of the 2004 partnership agreement and honoured it. Counsel for the Defendant points to, *inter alia*, the fact that a "quite random" twenty-one lots forming part of the Opulent Heights Subdivisions were omitted from the 2020 Conveyance by Way of Assent. Counsel for the Defendant characterized this as having been an attempt by Mr. Kellman to give effect to the 2004 partnership agreement by omitting the lots which he knew belonged to Mr. Turnquest. The Claimant contends that the omission of Lot No. 18 from the 2020 Conveyance by Way of Assent was simply a mistake, and it is one that is easily curable.

[11.] The Claimant disputes that Mr. Turnquest ever had any interest in Melissa Lightbourne's estate or any authority to sell Lot No. 18. Purported past dealings between the late Melissa Lightbourne and Mr. Turnquest have already given rise to two other proceedings pending in the Court between Mr. Turnquest and the Claimant or her husband:

(i) in the Turnquest Action (**2020/CLE/gen/00604**), Mr. Turnquest brought a claim for the sum of $1,954,689.69,[4] damages, interest and costs against Tyrone Glinton in his capacity as the Claimant's attorney in her capacity as personal representative, alleging that "the Defendant" breached the 2004 partnership agreement. Final judgment for the sum of $1,954,689.69 was entered in default of defence on 9 March 2021. An application to set aside that default judgment was dismissed by a registrar. An appeal against that decision to a judge in chambers was filed on 11 August 2023 and the appeal remains pending.

(ii) in **Camille Alexandria Glinton v Theodore Jamaine Turnquest 2022/CLE/gen/00471** (the "Glinton Action"), the Claimant commenced proceedings seeking to challenge Mr. Turnquest's title under a conveyance dated 7 February 2007 from Melissa Lightbourne to four acres of land forming a portion of ten acres more or less which were or are part of a larger tract of land in Original Crown Grant A-218. According to the Defendant, that action is now "firmly headed to trial". As the Court understands it, Lot No. 18 is not the subject of the Glinton Action.

[12.] The Claimant contends that this action, the Turnquest Action, and the Glinton Action should all be determined by the same judge.

The Defendant's evidentiary objections

[13.] The Defendant made several opening objections in an effort to undermine the Claimant's evidence opposing his application. Those objections do not need to be considered at length in order to justly deal with the Defendant's application. No attempt was made by the Defendant to cross-

[4] The sum comprised the sum of $1,946,599.69, being half of a "net loss" figure of $3,893,199.99 arrived by subtracting various alleged expenditures totaling $2,136,800.61 from a "projected income" figure of $6,030,000, and the sum of $8090 for Melissa Lightbourne's funeral expenses.

examine Mr. Glinton on his authority to make or swear his affidavit and there is therefore no basis for enquiring behind the statement made by him in his affidavit about his authority to do so; the Defendant's complaints about hearsay are addressed by **Part 30.3** of the **CPR**, which permits statements of information and belief provided that the conditions of **Part 30.3(2)** are satisfied; and, ultimately, any "offending material" improperly included in the Claimant's affidavits can simply be ignored by the Court.

Relevant law – striking out

[14.] **Part 26.3(1)** of the **CPR** confers jurisdiction on the Court to strike out a statement of case in the following terms:

> "(1) In addition to any other power under these Rules, the Court may strike out a statement of case or part of a statement of case if it appears to the Court that —
>
> (a) there has been a failure to comply with a rule, practice direction, order or direction given by the Court in the proceedings;
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> (b) the statement of case or the part to be struck out does not disclose any reasonable ground for bringing or defending a claim;
>
> (c) the statement of case or the part to be struck out is frivolous, vexatious, scandalous, an abuse of the process of the Court or is likely to obstruct the just disposal of the proceedings; or
>
> (d) the statement of case or the part to be struck out is prolix or does not comply with the requirements of Part 8 or 10."

[15.] At the hearing of the Defendant's application, the Court enquired with Counsel for the Defendant under which subparagraph of **Part 26.3(1)** the Defendant was proceeding. Counsel was unable to assist the Court with the desired specificity at the time of the Court's enquiry and relied on **Part 26.3(1)** in its entirety. After the hearing, in an email sent on 7 February 2025, Counsel for the Defendant confirmed the Defendant's reliance on **Part 26.3(1)(b)** of the **CPR** as the foundation for the Locus Standi Ground.

[16.] The **Caribbean Civil Court Practice 2024** at **note 23.6A** suggests that an application made under **Part 26.3(1)(b)** should be "decided by the court solely on the parties' pleaded cases before it" and that "[a]ll facts pleaded in the statement of case are assumed to be true for this purpose and no additional evidence is adduced". Both parties here filed evidence and engaged with their opponent's evidence. In those circumstances, appreciating that it is not open to a registrar to grant summary judgment under **Part 15** (**Paragraph 2.2** of **Practice Direction No. 8 of 2023**), the real question for the Court is whether, at this stage, it is clear the Claimant's claim to be the true and lawful owner of Lot No. 18 is bound to fail.

[17.] Counsel for the Defendant referred the Court to the **Supreme Court Practice Guide 2024**'s summaries of **Summers v Fairclough Homes Ltd** [2012] 4 All ER 3170, Card-Stubbs J's decision in **Glenard Evans v Airport Authority** [2023] 1 BHS J. No. 178 and the decision of the English Court of Appeal in **Partco Group Ltd. v Wragg** [2002] EWCA Civ 594. Counsel for the Claimant referred the Court to the **Supreme Court Practice Guide 2024**'s commentary respecting **Cobbold v London Borough of Greenwich** [1999] EWCA Civ 2074 and **Henderson v Dorset**

Healthcare University Foundation NHS Trust [2016] EWHC 3032 (QB). The former set of authorities together establish the following:

(i) striking out is a draconian step, as it brings a party's case in whole or in part to an end without an adjudication on the merits. Accordingly, striking out should be granted only in plain and obvious cases. If the application to strike out is complex and requires extended argument and fact-finding, then the case is not appropriate for striking out and such matters are to be resolved at trial: **Glenard Evans** at [54].

(ii) the purpose of resolving issues on a summary basis is to achieve expedition and save expense. It is not a replacement for the trial process. It is inappropriate to deal with cases at an interim stage where there are issues of fact involved unless the Court is satisfied that all the relevant facts can be identified and clearly established. It is also inappropriate in areas of developing jurisprudence. In such areas, decisions should be based upon actual findings of fact: **Partco** at [27] and [28].

(iii) **Part 26.3(1)(b)** addresses two situations, namely, (a) statements of case "which raise an unwinnable case where continuance of the proceedings is without any possible benefit to the respondent and would waste resources on both sides" (**Harris v Bolt Burden** [2000] LTL February 2, 2000 CA) or (b) a claim or defence which is not "a valid claim or defence as a matter of law" (**Pricemeats Ltd v Barclays Bank Plc**, The Times, January 19, 2000, Ch.D): **Partco** at [46].

(iv) in deciding whether to exercise the power to strike out, the Court must have regard to the overriding objective: **Partco** at [27]. The overriding objective is to deal with cases justly and at proportionate cost. When deciding whether or not to strike out, the Court should concentrate on the intrinsic justice of the case in the light of the overriding objective, take into account all the relevant circumstances and make "a broad judgment after considering the available possibilities": **Glenard Evans** at [69].

[18.] In **Maurice O. Glinton & Co. (a Firm) v Robert K. Adams and another** [2024] 1 BHS J. No. 34, Winder CJ explained at [81] that, when exercising the power to strike out conferred by the **CPR**, the Court will have regard to its general powers of case management under **Part 26** and will consider whether any alternatives to striking out adequately meet the justice of the case.

Discussion and analysis

[19.] Having considered the parties' submissions, the Court is of the view that none of the grounds relied upon by the Defendant justify striking out the Claimant's statement of claim. The statement of claim should be put in order within a short window to reflect the reality that the 2020 Conveyance by Way of Assent did not include Lot No. 18 among the properties listed in its schedule, and, therefore, the Claimant cannot credibly claim to own Lot No. 18 "*by virtue*" of it unless and until it is rectified. However, subject to that, the Claimant's claim should be allowed to proceed.

The Locus Standi Ground

[20.] In the opinion of the Court, the issue of locus standi is a triable issue. This is not the appropriate time for a detailed analysis of the parties' claims. It is not disputed between the parties that Lot No. 18 was once owned by Melissa Lightbourne. In the absence of any evidence of any conveyance of Lot No. 18 by or on behalf of Melissa Lightbourne to another person, the legal title to Lot No. 18 is *prima facie* vested in the Claimant as Melissa Lightbourne's personal representative, if not as her heir. The Claimant has an arguable claim to a beneficial interest as sole heiress whether or not Lot No. 18 was included in her Oath. The ownership of Lot No. 18 may have been affected by the 2004 partnership agreement and Mr. Turnquest's agreement to sell Lot No. 18 to the Defendant, but whether that is so cannot be determined summarily.

[21.] The Court accepts the Claimant's submission that this is not a straightforward matter and that to strike out the Claimant's claim at this stage would risk injustice. The Court has not overlooked the submissions vigorously advanced by the Defendant to establish that Lot No. 18 was deliberately omitted from the 2020 Conveyance by Way of Assent because it did not form a part of Melissa Lightbourne's estate and/or because Mr. Turnquest had an interest. However, it would be contrary to principle for the Court to attempt to determine at this stage whether the Defendant's view of the matter is correct and to do so would involve some speculation. Whether Mr. Turnquest had any interest in or authority to sell Lot No. 18 based on Melissa Lightbourne's *inter vivos* dealings are matters for trial.

[22.] The Court has been asked to exercise a drastic, sparingly-exercised and narrow jurisdiction in circumstances where it would be wrong to do so, as this is not a "plain and obvious" case in which it can be said that the Claimant's claim to be the true and lawful owner of Lot No. 18 is bound to fail. The basic factual premise of the Locus Standi Ground that Lot No. 18 is not one of the scheduled properties in the 2020 Conveyance by Way of Assent is correct, but it does not follow that the correct course of action is to strike out the Claimant's statement of claim. To do so would not be proportionate and would not further the overriding objective. The Claimant has identified another way of putting her case, the proceedings are at an early stage, and there are serious issues in dispute between the parties.

The Prematurity Ground

[23.] It is not in dispute that judgment in default of defence was entered against Mr. Glinton in his capacity as the Claimant's attorney in the Turnquest Action. Nor is it in dispute that an application by Mr. Glinton to set aside the judgment entered in default was refused by a registrar. The Defendant described the Turnquest Action as relating to "the ownership of numerous lots of land within 'Opulent Heights Subdivision No. 2 including, but not limited to, Lot No. 18" and implied that the judgment in default decided that the Claimant did not own or possess Lot No. 18. The Court does not accept that. The Court has reviewed the statement of claim in the Turnquest Action and agrees with the Claimant that there is no Ruling/Judgment determining that Lot No. 18 was and is actually owned and possessed by someone other than the Claimant.

[24.] The Court accepts the Claimant's submission that she was within her rights to bring this action and that the statement of claim should not be struck out on the grounds of prematurity, though it may be that, as a matter of sensible case management, the claim should in due course be

stayed or consolidated (which is something that would have to be decided by the Court at the appropriate time). It is well-settled that a default judgment can estop only for what it must "necessarily and with complete precision" have determined (**Kok Hoong v Leong Cheong Kweng Mines Ltd** [1964] AC 993); there is no Ruling/Judgment determining that Lot No. 18 was and is actually owned and possessed by someone other than the Claimant; and the Court is not entitled to shut its eyes to the fact that there is a pending appeal against the refusal to set aside the judgment in default.

The Irregular Service Ground

[25.] As regards the first allegation underpinning the Irregular Service Ground, the Court does not accept that service of the writ on the Defendant was ineffective because the Claimant's process server never showed the Defendant the original writ as required by **Order 61, Rule 2**. It was only necessary for the process sever to show the original writ if requested to do so at the time of service: **note 65/2/1** in the **Supreme Court Practice 1973**. The Court is not prepared to find that the Defendant requested to see the original writ when served. The Defendant's defence and counterclaim professes an ignorance of legal matters on more than one occasion[5] and the Defendant did not speak in his evidence to having requested sight of the original writ until after the omission was highlighted on behalf of the Claimant.

[26.] With respect to the other allegation underpinning the Irregular Service Ground, namely, that the process server never endorsed the original writ or any copy with the particulars of service within three business days in accordance with **Order 10, Rule 1(4)** of the **RSC**, the court file reflects that the writ thereon was endorsed with particulars of service by the process server on 23 January 2023, the day that a true copy of the writ was served on the Defendant according to the Affidavit of R/Inspector 15 Stan Davis filed on 27 January 2023. The presumption of regularity entitles the Court to proceed on the basis that the particulars were endorsed by the process server on the date claimed, which is within the three-day time period required by **Order 10, Rule 1(4)**. This allegation made by the Defendant is therefore without merit and provides no basis for setting aside service.

[27.] The Court is satisfied that there was regular service of the writ. However, even granting the Defendant the defaults on the part of the Claimant's process server about which he has made complaint, the Court does not consider that those defaults would merit service of the proceedings being set aside in the exercise of the Court's discretion. The defaults, and in particular the failure to show the Defendant the original writ, would at most have rendered service irregular within **Order 2, Rule 1** of the **RSC.** It is fatal to the Defendant's application that (i) the Defendant did not challenge service of the writ promptly, only taking the point approximately nine months after service in October 2023 and (ii) the defaults caused the Defendant no prejudice, as he has fully

[5] The Defendant's defence and counterclaim filed on 20 September 2024 pleads at paragraph 5: "...The Defendant was at all material times an 'unsuspecting' layman, who had not been involved in any previous legal matter in a Court, (Magistrate's Court or Supreme Court, in his life. Consequently, he would not have known and/or been able to properly speak to or differentiate between, what was an agreement of Sale or a Conveyance, or otherwise. ..." and at paragraph 6: "...The Defendant would not have known back then, and still does not know today, what the term 'agent' means or implies, as well as the ramifications of being an agent. ...".

responded to the proceedings going so far as to file a defence and counterclaim which operated as a waiver of any irregularity in service.

Conclusion

[28.] For the reasons stated above, the Defendant's application is dismissed. Counsel for the Claimant indicated in submissions that "certain amendments" would be made if the Claimant were allowed to proceed. In pursuance of the Court's duty to further the overriding objective by actively managing cases and in order to control the progress of the case and to ensure that it proceeds quickly and efficiently, the Court orders that the Claimant is to file and serve an amended statement claim refining the basis on which she claims to own Lot No. 18 by 5:00 pm on 25 July 2025.

[29.] Both parties sought costs in their submissions. Neither party argued that the general rule that costs follow the event embodied in **Part 72.26(2)** should not be applied. The Claimant is the successful party and therefore is entitled to her costs of resisting the application. If those costs are not agreed, the Claimant is to lay over a statement of costs by 5:00 pm on 31 July 2025 to enable the costs to be assessed on the papers. The Defendant is permitted to lodge written representations on the appropriate quantum of costs within fourteen days of receiving the Claimant's statement of costs.

Dated this 9th day of July, 2025

Jonathan Deal
Assistant Registrar