



Registration of a Charge

Company name: **U AND I GROUP PLC**

Company number: **01528784**



X98THDT6

Received for Electronic Filing: **08/07/2020**

Details of Charge

Date of creation: **07/07/2020**

Charge code: **0152 8784 0167**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

Contains fixed charge(s).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1528784

Charge code: 0152 8784 0167

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2020 and created by U AND I GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2020 .

Given at Companies House, Cardiff on 9th July 2020

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**

Dated 07 July 2020

U AND I GROUP PLC

as Chargor

**U AND I (HARWELL) LIMITED
U AND I (INNOVATION HUBS) LIMITED**

as Subordinated Debtors

NATIONAL WESTMINSTER BANK PLC

as Security Agent

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Norton Rose Fulbright LLP

Date: 07 July 2020

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**SUBORDINATED CREDITOR'S SECURITY
AGREEMENT**

 **NORTON ROSE FULBRIGHT**

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THIS DEED is dated 07 July 2020, and made between:

PARTIES

- 1 **U AND I GROUP PLC** a public limited company registered in England and Wales with registered number 01528784 (the **Chargor**);
- 2 **THE COMPANIES** listed in Schedule 1 (*The Subordinated Debtors*) as subordinated debtors (each a **Subordinated Debtor** and together, the **Subordinated Debtors**); and
- 3 **NATIONAL WESTMINSTER BANK PLC** as security trustee for the Secured Parties (the **Security Agent**)

IT IS AGREED as follows:

INTERPRETATION

1 Definitions and interpretation

Definitions

1.1 In this Deed:

Charged Assets means those assets which are from time to time the subject of clause 3.2 (*Fixed Charge*).

Debtor Liabilities means all Liabilities of a Subordinated Debtor to the Chargor.

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security.

Enforcement Time means any time at which:

- (a) an Event of Default has occurred and is continuing; or
- (b) any step is being taken by any person to put the Chargor into administration.

Facility Agreement means the facility agreement dated on or about the date of this Deed between, among others, the Chargor as borrower, the Subordinated Debtors as guarantors, the financial institutions listed therein as lenders and National Westminster Bank plc as arranger, agent and Security Agent, as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of the facilities or the change of its parties).

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England and Wales; or

- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else.

Officer, in relation to a person, means any officer, employee or agent of that person.

Party means a party to this Deed.

Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed.

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Secured Obligations means all present and future Obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

Secured Parties means a Secured Party as defined in the Facility Agreement.

Subordination Deed means the deed of subordination dated on or about the date of this Deed between, amongst others, the Chargor as subordinated creditor and debtor and the Security Agent (as senior creditor).

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full.

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999.

Transaction Security means the Security created by this Deed and any other existing or future Security granted by the Chargor to the Security Agent to secure the payment and discharge of the Secured Obligations.

Transaction Security Document means a document creating or evidencing Transaction Security.

Interpretation

1.1 In this Deed:

- (a) unless the context requires or unless otherwise defined or specified, words and expressions defined in the Facility Agreement shall have the same meaning;
- (b) the interpretative provisions in clause 1.3 (*Currency symbols and definitions*) of the Facility Agreement shall apply, mutatis mutandis, in this Deed;
- (c) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (d) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (e) references to the Facility Agreement, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
- (f) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (g) references to a person include its successors in title, permitted assignees and permitted transferees;
- (h) words importing the plural include the singular and vice versa; and
- (i) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Security Agent, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed.

1.2 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Security Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.

1.3 It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.

1.4 This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

1.5 Where a definition of a type of asset in clause 1.1 (*Definitions*) contains a number of categories, each category will be construed as separate from each other category.

Third party rights

1.6 The Rights expressly conferred on each of the Secured Parties, each Receiver and each Officer of the Security Agent or a Receiver under this Deed are enforceable by each of them under the Third Parties Act.

1.7 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a Party.

1.8 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting:

- (a) the Rights of any of the Secured Parties under this Deed without its consent; or
- (b) the Rights of a Receiver or of an Officer of the Security Agent or a Receiver under this Deed without its consent, but only to the extent that it has notified the Security Agent that it intends to enforce that clause at the time of the termination or variation.

Security

2 Payment of Secured Obligations

- 2.1 The Chargor will pay or otherwise discharge the Secured Obligations when they become due for payment or discharge.

3 Charges

Security for Secured Obligations

- 3.1 The charges contained in this clause 3:

- (a) are given to the Security Agent as trustee for the Secured Parties;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

Fixed charge

- 3.2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) the Debtor Liabilities;
- (b) any documentation evidencing the Debtor Liabilities, including all rights and remedies for enforcement thereunder,

and any Rights accruing to, derived from or otherwise connected with the above (including proceeds, insurances, guarantees and Security).

4 Notice of charge

By entering into this Deed, each Subordinated Debtor:

- (a) acknowledges to the Security Agent that it has notice of the charge of all the Chargor's benefits, rights, titles, claims and interests in and to the Charged Assets;
- (b) confirms to the Security Agent that it has not claimed or exercised, has no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by it in respect of the Debtor Liabilities;
- (c) confirms that it has not received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Charged Assets; and
- (d) acknowledges that the Security Agent shall not be under any obligation in relation to any Debtor Liabilities or any documentation evidencing the same, as a consequence of this Deed and the Subordinated Debtors shall at all times remain liable to perform all Obligations expressed to be assumed by them in respect of the Debtor Liabilities or in any document evidencing the same.

5 Set-off

Set-off of matured Secured Obligation

- 5.1 A Finance Party may set off any matured Secured Obligation due from the Chargor (to the extent beneficially owned by that Finance Party) against any matured Obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either Obligation.
- 5.2 If the Obligations are in different currencies, the relevant Finance Party may convert either Obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

Rights additional

- 5.3 These Rights are in addition to the Security conferred on the Security Agent under this Deed.

6 Restrictions

Comply with restrictions

- 6.1 The Chargor will ensure that the restrictions contained in this clause 6 are complied with unless the Security Agent agrees to the contrary.
- 6.2 No Security will exist over, or in relation to, any Charged Asset, other than as expressly permitted pursuant to clause 22.3 (*Negative Pledge*) of the Facility Agreement (and subject to its terms).

Restrictions on Disposal

- 6.3 There will be no Disposal of any Charged Asset, other than as expressly permitted pursuant to clause 22.4 (*Disposals*) of the Facility Agreement (and subject to its terms).

7 Perfection

General action

- 7.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry or otherwise), deposit all such documents and do all such other things as the Security Agent may require from time to time in order to:
- (a) ensure that the Security Agent has an effective first-ranking fixed charge over the Charged Assets; and
 - (b) facilitate the enforcement of the Transaction Security, the realisation of the Charged Assets or the exercise of any Rights held by the Security Agent or any Receiver under or in connection with the Transaction Security.
- 7.2 The scope of clause 7.1 is not limited by the specific provisions of the rest of this clause 7 or by any other provision of the Transaction Security Documents.

Subsequent Security

- 7.3 If a Finance Party receives notice that any Security has been created over any of the Charged Assets which the Finance Documents do not permit to rank in priority to the Transaction Security, that Finance Party will be treated as if it had immediately opened a new account for the Chargor, and all payments received by that Finance Party from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to that Finance Party.

Enforcement

8 Enforcement

Time for enforcement

- 8.1 The Security Agent may enforce the Transaction Security created by the Chargor at any time which is an Enforcement Time or if the Chargor requests it to do so.

Methods of enforcement

- 8.2 The Security Agent may enforce the Transaction Security by:
- (a) appointing a Receiver of all or any part of the Charged Assets; or
 - (b) receiving the benefit of or selling any of the Charged Assets, giving notice to any person in relation to any of the Charged Assets or in any other way it may decide.
- 8.3 To the extent that the Transaction Security arises under a security financial collateral arrangement, the Security Agent may also enforce it by giving written notice to the Chargor that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Security Agent will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 9 (*Application of proceeds*). For this purpose, the Security Agent will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Security Agent; and
 - (b) in the case of credit claims, by reference to the amount actually recovered by the Security Agent.

Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.

- 8.4 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation (or any relevant insolvency legislation in any jurisdiction other than England and Wales).
- 8.5 The appointment of a Receiver may be made subject to such limitations as are specified by the Security Agent in the appointment.
- 8.6 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Agent may specify to the contrary in the appointment.
- 8.7 Subject to the Insolvency Legislation, the Security Agent may remove or replace any Receiver.
- 8.8 If required by the Insolvency Legislation, a Receiver must be a person qualified to act as such under it.

Powers on enforcement

- 8.9 The Security Agent and any Receiver will have:

- (a) the powers given to an administrative receiver by the Insolvency Legislation;
- (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings.

8.10 Except to the extent provided by law, none of the powers described in this clause 8 will be affected by an Insolvency Event in relation to the Chargor.

Status and remuneration of Receiver

8.11 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Security Agent, even in the liquidation of the Chargor.

8.12 The Security Agent may from time to time determine the remuneration of any Receiver.

Third parties

8.13 A person dealing with the Security Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

9 Application of proceeds

All money received by the Security Agent or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- (a) first, in or towards payment of all amounts payable to the Security Agent, any Receiver or their Officers in accordance with the terms of the Facility Agreement and all remuneration due to any Receiver under or in connection with the Transaction Security;
- (b) secondly, in or towards payment of the Secured Obligations in such order as is required by the Finance Documents (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.

Undertakings

10 Undertakings relating to the Charged Assets

The Debtor Liabilities

10.1 The Chargor will:

- (a) comply with the provisions of the Subordination Deed and not do or omit to do anything which might result in any impairment of any of the rights and benefits charged by this deed; and
- (b) promptly upon receipt, give to the Security Agent a copy of any notice, certificate or other communication received by the Chargor in relation to the Charged Assets.

Failure to comply

- 10.2 If the Chargor receives any proceeds of the Charged Assets, it will hold them on trust for the Security Agent and pay them to the Security Agent as soon as possible.
- 10.3 If the Chargor fails to comply with any of its obligations under this Deed, the Security Agent may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor.

No assumption of obligations

- 10.4 The Security Agent will not be liable to comply with the obligations assumed by the Chargor in respect of any of the Charged Assets and the Agent will not be under any obligation or liability by reason of, or arising out of, this Deed nor will the Agent be required to make any enquiry as to the nature or sufficiency of any payment received by the Security Agent or to present or file any claim or take any other action to collect or enforce the payment of any amount or to enforce any other right to which the Security Agent may be entitled by virtue of this Deed at any time.

11 General Undertakings

Notification of adverse effect

- 11.1 The Chargor will notify the Security Agent as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Security Agent under the Transaction Security. Those matters include a breach or purported breach of any term of the Debtor Liabilities by any party and a claim by any person to an interest in a Charged Asset.

Request for information

11.2 The Chargor will provide to the Security Agent:

- (a) such information about the Charged Assets;
 - (b) such information about the extent to which it has complied with its obligations under this Deed; and
 - (c) copies of such documents which create, evidence or relate to its Charged Assets,
- as the Security Agent may from time to time reasonably request.

Miscellaneous

12 Duration of the Security

Continuing security

- 12.1 The Obligations of the Chargor under the Finance Documents and the Security created by the Transaction Security Documents will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

Settlements conditional

- 12.2 If any payment by the Chargor or any other security provider or any release given by the Security Agent (whether in respect of the Secured Obligations or any Security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Security Agent will be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.
- 12.3 Section 93 of the Law of Property Act 1925 will not apply to the Transaction Security.

13 Expenses, liability and indemnity

Clauses 14.4 (*Indemnity to the Security Agent*), 16.1 (*Transaction expenses*), 16.2 (*Amendment costs*), 16.4 (*Enforcement and preservation costs*) and clause 28.11 (*Exclusion of liability*) of the Facility Agreement shall apply to this Deed as if the same were set out herein.

14 Payments

Clauses 8.3 (*Default interest*), 12 (*Tax gross up and indemnities*), 32 (*Payment mechanics*) and 35 (*Calculations and certificates*) of the Facility Agreement shall apply to this Deed as if the same were set out herein.

15 Remedies

Rights additional

- 15.1 The Rights created by this Deed are in addition to any other Rights of the Finance Parties against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.

No waiver

- 15.2 No failure by a Finance Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Finance Party preclude its further exercise.

Partial invalidity

- 15.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

16 Power of attorney

- 16.1 The Chargor, by way of security, irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney to do anything:
- (a) which the Chargor is obliged to do under the Finance Documents but has failed to do on the date it was obliged to do so (or within any applicable grace period); or
 - (b) which the attorney may require to exercise any of the Rights conferred on it by the Transaction Security Documents or by law.
- 16.2 The Chargor ratifies and confirms whatever any attorney appointed pursuant to this clause 16 does or purports to do pursuant to its appointment.

17 Resignation of the Security Agent

- 17.1 The Security Agent may be replaced by a successor in accordance with the Facility Agreement.
- 17.2 On the date of its appointment, the successor Security Agent will assume all the Rights and Obligations of the retiring Security Agent. However, this does not apply to any Obligations of the retiring Security Agent which arise out of its acts or omissions as Security Agent before the appointment of the successor, in respect of which the retiring Security Agent will continue to have the Obligations imposed by, and the Rights contained in, this Deed, the Facility Agreement and the Subordination Deed.
- 17.3 The retiring Security Agent will, at the Chargor's expense, provide its successor with copies of those of its records related to its role as Security Agent as its successor properly requires to perform its functions as Security Agent.

18 Notices

- 18.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address, fax number or electronic mail address as that party may from time to time notify to the other parties in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 18.2 It will be deemed to have been received by the relevant party on receipt at that address, fax number or electronic mail address in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 18.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other parties in accordance with clause 34 (*Notices*) of the Facility Agreement.

- 18.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

19 Release

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, release the Secured Assets from the Security created by this Deed, without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

20 Law and jurisdiction

Governing law

- 20.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

Jurisdiction of the English courts

- 20.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of or any non-contractual obligations arising out of or in connection with this Deed) (a **Dispute**).
- 20.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 20.4 Clause 20.2 is for the benefit of the Security Agent only. As a result, the Security Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1
Initial administrative details of the parties

Party	Address	Fax number	E-mail address	Attention
U and I Group plc	U+I, 7A Howick Place, London, SW1P 1DZ	N/A	[REDACTED]	FAO Chris Barton
Security Agent	Real Estate Finance 250 Bishopsgate London EC2M 4AA	N/A	[REDACTED]	Portfolio Management

Schedule 2
The Subordinated Debtors

Name of Subordinated Debtor	Registration number (or equivalent)
U and I (Harwell) Limited	12636153
U and I (Innovation Hubs) Limited	12214178

SIGNATORIES

The Chargor

EXECUTED as a DEED by

U AND I GROUP PLC

acting by:

MARCO & SHEPHERD

Director

in the presence of:

Name of witness:

REBECCA KING

Address:

Occupation:

The Subordinated Debtors

EXECUTED as a DEED by

U AND I (HARWELL) LIMITED

acting by:

MARCUS SHEPHERD

Director

in the presence of:

Name of witness:

REBECCA KING

Address:

Occupation:

EXECUTED as a DEED by

U AND I (INNOVATION HUBS) LIMITED

acting by: [REDACTED]

.....
Director *MARUS SHEPHERD*

in the presence of: [REDACTED]

.....
Name of witness: *REBECCA KING*

Address: ... [REDACTED]

.....
Occupation: [REDACTED]

The Security Agent

NATIONAL WESTMINSTER BANK PLC

by:



CHRIS STALLARD

Authorised signatory