



Registration of a Charge

Company Name: **GB GROUP PLC**

Company Number: **02415211**



Received for filing in Electronic Format on the: **29/11/2021**

XAIA9ZP5

Details of Charge

Date of creation: **18/11/2021**

Charge code: **0241 5211 0014**

Persons entitled: **SILICON VALLEY BANK AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 ELECTRONIC ORIGINAL INSTRUMENT.**

Certified by: **RICARDO MASFERRER OLIVEIRA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2415211

Charge code: 0241 5211 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2021 and created by GB GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2021 .

Given at Companies House, Cardiff on 30th November 2021

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**

DATE: 18 November 2021

CONFIRMATORY SECURITY DEED

Between

GB GROUP PLC

as Chargor

and

SILICON VALLEY BANK

as Security Trustee

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

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THIS DEED is made on the 18 day of November 2021

BETWEEN:

- (1) **GB GROUP PLC**, a company incorporated in England and Wales with company number 02415211 whose registered office is at GB House, Kingsfield Court, Chester Business Park, Chester, CH4 9GB (the "**Chargor**"); and
- (2) **SILICON VALLEY BANK** in its capacity as security trustee for the Secured Parties (as defined in the Security Agreement defined below) (the "**Security Trustee**").

WHEREAS:

- (A) Pursuant to an English law security agreement dated 13 February 2019 and made between the Chargor, Postcode Anywhere Holdings Limited and the Security Trustee (being Barclays Bank PLC as at the date thereof) (the "**Security Agreement**"), each Chargor created Security over its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as each has or may have been amended or supplemented).
- (B) The Facilities Agreement has been amended by an amendment and restatement deed (the "**Amendment and Restatement Deed**") dated on or about the date of this Deed between, among others, the Chargor and the Security Trustee.
- (C) Barclays Bank PLC has resigned as Security Trustee under the Facility Agreement and Silicon Valley Bank has been appointed as the new Security Trustee under the Facility Agreement.
- (D) The Chargor and the Security Trustee are of the view that the Security created by the Chargor under the Security Agreement extends to the Secured Liabilities notwithstanding the entry into the Amendment and Restatement Deed but enter into this Deed in the event that, and to address the situation where, it does not.
- (E) The board of directors of the Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of the Chargor and each board has passed a resolution to that effect.
- (F) This Deed is supplemental to the Security Agreement.
- (G) It is intended that this document shall take effect as and be a deed of the Chargor notwithstanding the fact that the Security Trustee may only execute this document under hand.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Security Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed, and in addition in this Deed the following terms have the following meanings:

"**Party**": a party to this Deed.

Construction

- 1.2 The provisions of Clause 1.2 to 1.5 of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.

- 1.3 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.

Third Party Rights

- 1.4 Unless otherwise expressly provided to the contrary in a Finance Document, nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 1.5 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.6 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to Clause 1.55 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

Finance Document

- 1.7 This Deed is hereby designated as a Finance Document.

2. COVENANT TO PAY

The Chargor, as primary obligor and not merely as surety, covenants with the Security Trustee (as trustee for the Finance Parties) that it will pay, discharge and perform the Secured Obligations on demand and in the manner provided in the Finance Documents.

3. FIXED SECURITY

3.1 Fixed Charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee the following assets:

- 3.1.1 **First legal mortgage on specified Property** - by way of first legal mortgage, all its Property (if any) identified in Schedule 1 (*Details of Property*);
- 3.1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1), (b) any other rights, title or interest of such Chargor in Property, wherever situated, (c) all Associated Rights in relation to its Property and, (d) where any Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.1.3 **First fixed charges in respect of chattels** - by way of first fixed charge, (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge

under Clauses 3.1.1 or 3.1.2 nor any chattel for the time being forming part of such Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of this Clause 3.1.3 and (c) the benefit of all Associated Rights relating to any chattel validly charged by this Clause 3.1.3;

- 3.1.4 **First fixed charge on specified Shares** - by way of first fixed charge, (a) the Shares (if any) listed in respect of the Chargor in Schedule 2 (*Shares*) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 3.1.5 **First fixed charge on Investments** – by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.4) and (b) all Distribution Rights from time to time accruing to or on such Investments;
- 3.1.6 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of such Chargor and all Insurance Proceeds either now or in the future held by or payable to such Chargor or in which such Chargor otherwise has an interest (to the extent of such interest) and all returns of premiums in connection with the Insurances;
- 3.1.7 **First fixed charges in respect of book debts** - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims (including all choses in action which may give rise to a debt or a monetary claim) of or owing to such Chargor and all proceeds thereof, and (b) all rights and claims of whatever nature of such Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 3.1.8 **First fixed charge on Specified Bank Balances** - by way of first fixed charge, all of the Specified Bank Balances in respect of such Chargor;
- 3.1.9 **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.8);
- 3.1.10 **First fixed charge on Intellectual Property** - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4, by way of first fixed charge, all Intellectual Property (if any) owned by such Chargor or in which such Chargor has an interest (to the extent of such interest);
- 3.1.11 **First fixed charge in respect of Authorisations** - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations (statutory or otherwise) held or utilised by such Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to such Chargor in respect of such Authorisations;
- 3.1.12 **First fixed charge on contracts** - to the extent that they do not fall within any other provision of this Clause 3.1 (*Fixed Charges*) and are not effectively assigned under

Clause 3.2, by way of first fixed charge all of its rights under each agreement or document to which such Chargor is a party, together with:

- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Property or premises;
- (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
- (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them;

3.1.13 First fixed charge on goodwill and uncalled capital – by way of first fixed charge, all the goodwill and uncalled capital of such Chargor; and

3.1.14 First fixed charge on other Associated Rights - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of such Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Deed.

3.2 Assignments by way of security

As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Trustee all (if any) its rights, title and interest in and to the following assets:

- 3.2.1 **Authorisations** – all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- 3.2.2 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- 3.2.3 **Insurance and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of such Chargor;
- 3.2.4 **Intellectual Property** - the Intellectual Property (if any) owned by such Chargor or in which such Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to such Chargor a licence to use such Intellectual Property in the ordinary course of its

business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee; and

- 3.2.5 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (*Fixed charges*) of this Deed or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Deed.

3.3 Notice of charge or assignment

- 3.3.1 The Chargor shall, promptly upon receiving a request to that effect from the Security Trustee, give notice of each charge or assignment of all (if any) its right, title and interest in and to:
- (a) the Insurances and Insurance Proceeds, by sending a notice in the form of Part 1 of Schedule 6 of the Security Agreement (*Notices*) (with such amendments as the Security Trustee may (acting reasonably) agree and/or require) duly completed to each of the other parties to the Insurances; and
 - (b) the Charged Contracts, by sending a notice in the form of Part 2 of Schedule 6 of the Security Agreement (*Notices*) (with such amendments as the Security Trustee may (acting reasonably) agree and/or require) duly completed to each of the other parties to the Charged Contracts.
- 3.3.2 Each Chargor shall use its reasonable endeavours to procure that, within 5 Business Days of the date of its receiving a request under Clause 3.3.1 to give notice to the relevant other party, each such other party delivers an acknowledgement to the Security Trustee in the form of the acknowledgement of notice endorsed on a copy of the relevant notice as set out in Part 1 or Part 2 of Schedule 6 (*Notices*) of the Security Agreement.

3.4 Exercise of rights under Charged Contracts

- 3.4.1 Whilst no Event of Default exists and is continuing, the Security Trustee shall permit the Chargor to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.
- 3.4.2 Where an Event of Default exists and is continuing, the Chargor shall, if requested by the Security Trustee, exercise its rights under the Charged Contracts only in accordance with the instructions of the Security Trustee.

3.5 Floating charge

- 3.5.1 As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charges in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.
- 3.5.2 The floating charge created by Clause 3.5.1 is deferred, in relation to the Chargor, in point of priority to all fixed Security validly and effectively created by such Chargor under any of the Security Documents in favour of the Security Trustee as security for the Secured Obligations.

3.6 **Conversion of floating charge**

3.6.1 The Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by this Deed into a fixed charge as regards such assets as it shall specify in the relevant notice if:

- (a) an Event of Default has occurred which is continuing; or
- (b) the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.

3.6.2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require.

3.7 **Automatic conversion of floating charges**

In addition to any circumstances in which any floating charge created under this Deed will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.6 (*Conversion of floating charge*):

- 3.7.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee; or
- 3.7.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then in any such event, any floating charge created by this Deed in relation to the Chargor shall, without any notice being given under Clause 3.6 (*Conversion of floating charge*) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor.

3.8 **Contractual arrangements containing prohibition on charging**

3.8.1 This Clause 3.8 applies where, on the date of this Deed, there is any lease, licence, Insurance or contract (any of which being a “**documentary asset**”) which is subject to a term which (a) prohibits the Chargor from creating Security over its interest in such documentary asset or from alienating in any way the documentary asset containing such term, or (b) requires the consent of any third party prior to the creation of such Security or such alienation and, in such a case, such consent shall not have been previously obtained, or (c) provides that the documentary asset containing such term shall be liable to forfeiture or early termination if such Security shall be created or such alienation shall be effected.

3.8.2 Until the relevant consent has been obtained, or the relevant term amended or waived, in each case to the satisfaction of the Security Trustee, any Excluded Asset shall be excluded from the Security created by Clauses 3.1 (*Fixed Charges*), 3.2 (*Assignments*

by way of security) and 3.5 (*Floating Charge*) and from the operation of the further assurance provisions set out in Clause 4 (*Further assurance*) of the Security Agreement.

- 3.8.3 With regard to each Excluded Asset, the Chargor undertakes (a) as soon as practicable and in any event within 10 Business Days of the date of this Deed, to make application for the consent of the relevant third party to the creation of the Security intended to be created by this Deed (and/or the amendment or waiver of the relevant term to enable such Security to be effectively created), (b) to use all reasonable endeavours to obtain such consent as soon as possible and in any event within 15 Business Days of the date of this Deed, (c) to keep the Security Trustee informed of the progress of its negotiations with such third party and (d) to notify the Security Trustee immediately that such consent is given or the relevant term amended or waived so as to permit the creation of Security over the Excluded Asset.
- 3.8.4 At any time after receipt of the relevant third party's consent or the amendment or waiver of the relevant term as provided in this Clause 3.8, the Security Trustee may require the Chargor at its own expense to execute a valid legal mortgage or legal charge or assignment in respect of the Excluded Asset in such form as the Security Trustee may require provided that such legal mortgage or legal charge or assignments in respect of the Excluded Asset shall be on terms no more onerous in any material respect than those set out in this Deed.
- 3.8.5 This Clause 3.8 does not affect the operation of Clause 3.2 (*Assignments by way of security*) in relation to any Associated Rights or Derivative Payment in respect of any Excluded Asset.

3.9 **Continuing security**

The provisions of this Deed will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

3.10 **Miscellaneous**

- 3.10.1 All the Security created by this Deed by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 3.10.2 Clauses 3.1.2 to 3.1.14 inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.
- 3.10.3 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed.

3.11 **Financial Collateral**

- 3.11.1 The parties agree and acknowledge that:
- (a) the Financial Collateral Assets constitute financial collateral; and

(b) this Deed and the obligations of each Chargor under this Deed are a security financial collateral arrangement,

(in each case) for the purposes of the Financial Collateral Regulations.

4. RANKING

4.1 The security created pursuant to this Deed is created in the event that, and to address the situation where, the security created by the Security Agreement does not secure all of the Secured Liabilities, and is created in addition to and does not affect the security created by the Security Agreement.

4.2 Where this Deed purports to create Security, that Security will rank immediately after the equivalent Security created by the Security Agreement until the Security created by the Security Agreement is no longer in effect.

5. INCORPORATION

The provisions of Clause 4 (*Further Assurance*) to 9 (*Enforcement*) (inclusive) of the Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

6. UNDERTAKINGS

General

6.1 The undertakings in this Clause 6 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Negative Pledge

6.2 During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in this Clause 6.2 in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

6.3 Clause 6.1 does not apply to any Security which a Permitted Security.

Restriction on Disposals

6.4 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Chargor at the date of this Deed) of any Charged Property which is subject only to the floating charge created by Clause 4.1 (*Creation of Floating Charge*) or as expressly permitted under the Facilities Agreement.

7. MISCELLANEOUS

The Security Agreement remains in full force and effect.

8. GOVERNING LAW

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

9. JURISDICTION

9.1 Jurisdiction of English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a “Dispute”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary. This Clause 9.1 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

DETAILS OF PROPERTY

None at the date hereof

SCHEDULE 2
SHARES

Issuer	Type of Shares	Number	Share Certificate Number
GBG DecTech Holdings Pty Ltd	Ordinary	2	2
GBG DecTech Pty Ltd	Ordinary	100	9
Loqate Inc.	Common	15,258,592	CS-36

EXECUTION PAGE

The Chargor

Executed as a deed by

GB GROUP PLC

acting by a director:

.....
in the presence of:

Name of witness:

(in BLOCK CAPITALS)

Signature of witness:

Address:

Occupation:

.....*Annabelle Burkh*.....

.....*Company Secretary*.....

.....
Director

The Security Trustee

Executed as a deed by

as attorney for **SILICON VALLEY BANK,**

in the presence of:

.....
Attorney

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTION PAGE

The Chargor

Executed as a deed by)
GB GROUP PLC)
acting by a director:)
.....) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

Signature of witness:

Address:

Occupation:

The Security Trustee

Executed as a deed by)
as attorney for **SILICON VALLEY BANK,**)
in the presence of:)

Attorney

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

REBECCA FAULKNER

PHYSIOTHERAPIST.