



Registration of a Charge

Company Name: **ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED**

Company Number: **04222573**



Received for filing in Electronic Format on the: **23/02/2024**

XCXHIRE2

Details of Charge

Date of creation: **13/02/2024**

Charge code: **0422 2573 0195**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED (AS SECURITY AGENT)**

Brief description:

Contains floating 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: **SHEPHERD AND WEDDERBURN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4222573

Charge code: 0422 2573 0195

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2024 and created by ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2024 .

Given at Companies House, Cardiff on 27th February 2024

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**



SHEPHERD+ WEDDERBURN

Execution Version

SCOTTISH BOND AND FLOATING CHARGE

ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED
as Chargor
and
SITUS ASSET MANAGEMENT LIMITED
as Security Agent

DATED: 13 February 2024

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FLOATING CHARGE

BY

- 1) **ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED**, a company incorporated in England and Wales with registered number 04222573 and having its registered office at 3 Copthall Avenue, London EC2R 7BH (the "**Chargor**");

in favour of

- 2) **SITUS ASSET MANAGEMENT LIMITED**, a private limited company incorporated in England and Wales with registered number 06738409 and having its registered office at 10th Floor, 25 North Colonnade, London, England, E14 5HZ, as security agent and trustee for each of the Secured Parties (the "**Security Agent**").

BACKGROUND

The Chargor enters into this Deed in connection with the Facilities Agreement.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

In this Deed:

Act	means the Insolvency Act 1986.
Facilities Agreement	means the senior facilities agreement dated 5 January 2024 between, amongst others, Mileway UK Finco I Ltd as the company and Situs Asset Management Limited as the facility agent and the security agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time).
Fixed Scottish Security	means fixed Security governed by Scots law granted by the Chargor in favour of the Security Agent as security for the Secured Liabilities.
Payment	means in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).
Receiver	means an administrative receiver, Scottish receiver, receiver and manager or a receiver, in each case, appointed under this Deed.
Security	has the meaning give to it in the Facilities Agreement.
Secured Property	means all Scottish Property subject to Fixed Scottish Security.
Scottish Assets	means all the assets and undertaking of the Chargor which are located in Scotland or otherwise governed by Scots law.
Security Period	means the period beginning on the effective date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Subordinated Debt has the meaning given to it in the Subordination Agreement.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Deed, the same meanings in this Deed.
- 1.2.2 The provisions of clauses 1.2 (Construction) to 1.12 (Representations by the JPUT Trustees) (inclusive) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement are to be construed as references to this Deed.
- 1.2.3 In this Deed:
- (i) a reference to a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Finance Document or other document, including any amendment or supplement providing for further advances or any extension of or any increase in the amount of a facility or any additional facility;
 - (ii) the term this Security means any security created by or pursuant to this Deed;
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset; and
 - (iv) unless the context otherwise requires, the term enforceable when used in the context of this Deed means enforceable in accordance with Clause 6.1 (Event of Default).
- 1.2.4 Any undertaking of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- 1.2.5 If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.6 Unless the context otherwise requires, a reference to a Scottish Asset includes the proceeds of any sale of that Scottish Asset.
- 1.3 Rescindment or variation
- 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.
- 1.4 **Third Party Rights**
- 1.4.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce or enjoy the benefit of any term of this Deed.
- 1.4.2 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.
- 1.4.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contract (Third Party Rights) (Scotland) Act 2017.

2. Creation of Security

2.1 General

- 2.1.1 All the security created under this Deed:
- (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with absolute warrandice.
- 2.1.2 The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with the terms of the Facilities Agreement.

3. Floating charge

3.1 Floating Charge

- 3.1.1 The Chargor hereby charges by way of a floating charge all its Scottish Assets.
- 3.1.2 The floating charge created by this Subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. Restrictions on Dealings

4.1 Security

Except as permitted under the Finance Documents or as created under or pursuant to a Transaction Security Document, the Chargor may not create or permit to subsist any Security on any Scottish Asset (except for the Transaction Security).

4.2 Disposals

Except as permitted under the Finance Documents, the Chargor may not sell, transfer, licence, convey, lease or otherwise dispose of any Scottish Asset.

5. Land

5.1 Acquisitions

If the Chargor acquires any heritable or leasehold property located in Scotland after the date of this Deed (other than in respect of a Non-Financed Property) it must:

- 5.1.1 notify the Security Agent promptly;
- 5.1.2 promptly on request in writing by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent such Fixed Scottish Security as required by the Security Agent in respect of that property;
- 5.1.3 if applicable, ensure that this Security is correctly registered with the Land Register of Scotland.

5.2 Deposit of title deeds

The Chargor must ensure that all deeds and documents of title relating to the Secured Property search certificates and similar documents received by it or on its behalf are:

- 5.2.1 deposited with the Security Agent; or
- 5.2.2 held to the order of the Security Agent by a firm of solicitors approved by the Security Agent pursuant to an undertaking in a form satisfactory to the Security Agent.

6. When Security becomes Enforceable

6.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

6.2 Discretion

- 6.2.1 Whilst this Security is enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facilities Agreement.
- 6.2.2 This Deed is subject to the terms of the Facilities Agreement.

6.3 Statutory powers

The power of sale and other powers conferred by the Act, as amended by this Deed, will be immediately exercisable at any time whilst this Security is enforceable.

7. Enforcement of Security

7.1 General

- 7.1.1 For the purposes of all powers implied by statute only, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 7.1.2 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept renunciations of leases and grant options as the Security Agent may think fit.

7.2 No liability as heritable creditor in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Scottish Asset, to account as heritable creditor in possession or for any loss on realisation or for any default or omission for which a heritable creditor might be liable.

7.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on heritable creditors and receivers duly appointed under the Act.

7.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or their agents will be concerned to enquire:

- 7.4.1 whether the Secured Liabilities have become payable;
- 7.4.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 7.4.3 whether any money remains due under the Finance Documents; or
- 7.4.4 how any money paid to the Security Agent or to that Receiver is to be applied.

7.5 Redemption of prior mortgages

7.5.1 Whilst this Security is enforceable, the Security Agent may:

- (i) redeem any prior Security against any Scottish Asset; and/or
- (ii) procure the transfer of that Security to itself; and/or
- (iii) settle and pass the accounts of the prior security holder, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

7.5.2 The Chargor must pay to the Security Agent, promptly on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

8. Receiver or administrator

8.1 Appointment of Receiver or Administrator

8.1.1 Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Scottish Assets or an administrator of the Chargor if:

- (i) this Security is enforceable; or
- (ii) the Chargor so requests the Security Agent in writing at any time.

8.1.2 Except as provided below, any restriction imposed by law on the right of a creditor to appoint a Receiver does not apply to this Deed.

8.1.3 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

8.1.4 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Scottish Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

8.2 Removal

The Security Agent may (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 **Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it in accordance with the then applicable regulations.

8.4 **Agent of the Chargor**

8.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver unless such contracts, engagements, acts, omissions, defaults, losses or liabilities arise from the gross negligence, fraud or wilful misconduct of the Receiver.

8.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver (unless such appointment was made as a result of gross negligence, fraud or wilful misconduct by a Secured Party).

8.5 **Exercise of Receiver powers by the Security Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Scottish Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9. **Powers of Receiver**

9.1 **General**

9.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes:

- (i) all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and
- (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) and a Scottish receiver under the Insolvency Act, 1986.

9.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing them states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

9.2 **Possession**

A Receiver may take immediate possession of, get in and collect any Scottish Asset.

9.3 **Carry on business**

A Receiver may carry on any business of the Chargor in any manner she thinks fit.

9.4 **Employees**

9.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as she thinks fit.

9.4.2 A Receiver may discharge any person appointed by the Chargor.

9.5 **Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Scottish Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which she thinks fit.

9.6 **Sale of assets**

9.6.1 A Receiver may sell, exchange, convert into money and realise any Scottish Asset by public auction, roup or private contract and generally in any manner and on any terms which she thinks fit.

9.6.2 The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which she thinks fit.

9.6.3 Fixtures, other than landlord's tenants' and other third parties' fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

9.7 Leases

A Receiver may let any Scottish Asset for any term and at any rent (with or without a premium) which she thinks fit and may accept a surrender of any lease or tenancy of any Scottish Asset on any terms which she thinks fit (including the payment of money to a lessee or tenant on a surrender).

9.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Scottish Asset.

9.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Scottish Asset which she thinks fit.

9.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Scottish Asset.

9.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Scottish Asset.

9.12 Delegation

A Receiver may delegate their powers in accordance with this Deed.

9.13 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

9.14 Protection of assets

A Receiver may:

- 9.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Scottish Asset;
 - 9.14.2 commence and/or complete any building operation; and
 - 9.14.3 apply for and maintain any planning permission, building regulation approval or any other authorisation,
- in each case as she thinks fit.

9.15 Other powers

A Receiver may:

- 9.15.1 do all other acts and things which they may consider desirable or necessary for realising any Scottish Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- 9.15.2 exercise in relation to any Scottish Asset all the powers, authorities and things which they would be capable of exercising if they were the absolute beneficial owner of that Scottish Asset; and
- 9.15.3 use the name of the Chargor for any of the above purposes.

10. Application of Proceeds

- 10.1.1 All amounts from time to time received or recovered by the Security Agent or any Receiver whilst this Security is enforceable must be applied in accordance with clause 28 (Application of proceeds) of the Facilities Agreement.
- 10.1.2 This Clause is subject to the payment of any claims preferred by any bankruptcy, insolvency, liquidation or other similar laws of general application having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

11. Further Assurances

Subject to the terms of this Deed, the Chargor must, at its own expense or, if the action is required by a Lender (acting through the Security Agent) or the Security Agent as a result of the assignation or transfer to any person in connection with any syndication and/or Securitisation (as defined in the Facilities Agreement), then at the expense of such Lender, take whatever action the Security Agent or a Receiver requests to the Chargor and may require for:

- 11.1.1 creating, perfecting or protecting any security intended to be created by this Deed; or
- 11.1.2 at any time whilst this Security is enforceable, facilitating the realisation of any Scottish Asset, or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Scottish Asset.

This includes:

- 11.1.3 at any time whilst this Security is enforceable, the execution of any transfer, conveyance, assignation or assurance of any property, whether to the Security Agent or to its nominee; or
- 11.1.4 the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Agent may think expedient; or
- 11.1.5 following the Moveable Transactions (Scotland) Act 2023 coming into full force and effect in Scotland, executing and delivering to the Security Agent a valid fixed Security in respect of any Scottish Assets, in such form as the Security Agent may reasonably require to ensure compliance with the requirements of the Moveable Transactions (Scotland) Act 2023.

12. Power of Attorney

The Chargor irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney and mandatory to take any action which the Chargor is obliged but has failed to take under this Deed provided that such power of attorney may only be exercised whilst an Event of Default is continuing and, to the extent permissible by law, shall not terminate by virtue of bankruptcy or similar proceedings affecting the Chargor. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

13. Miscellaneous

13.1 Undertaking to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

13.2 Tacking

Each Lender must perform its obligations under the Facilities Agreement (including any obligation to make available further advances).

13.3 New Accounts

- 13.3.1 If any subsequent charge or other interest affects any Scottish Asset, the Secured Party may open a new account in the name of the Chargor.
- 13.3.2 If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 13.3.3 As from that time all payments made to a Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

13.4 Security Agent

- 13.4.1 The Security Agent executes this Deed as Security Agent in the exercise of the rights, powers and authority conferred and vested in it under the Facilities Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facilities Agreement and, in so acting, the Security Agent shall have the protections, immunities, limitations of liability rights, powers,

authorisations, indemnities and benefits conferred on it under and by the Facilities Agreement and the other Finance Documents.

13.4.2 The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.

13.4.3 Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facilities Agreement and at any time, where it so acts or refrains from acting on the instructions of a Secured Party or the Secured Parties entitled to give it instruction, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

13.5 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

13.5.1 this Security is enforceable; and

13.5.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

14. Release

At the end of the Security Period or as otherwise provided for in accordance with the terms of the Finance Documents, the Secured Parties must promptly, at the request and cost of the Chargor, take whatever action is necessary to release the Scottish Assets from this Security.

15. Amendments

Variations, changes to and amendments of this Deed, including this Clause 15 (Amendments), must be made in writing in accordance with the terms of the Facilities Agreement.

16. Counterparts, Delivery and Effective Date

16.1 This Deed may be executed in any number of counterparts and by each of the Parties on separate counterparts.

16.2 Where executed in counterparts:

16.2.1 this Deed will not take effect until each of the counterparts has been delivered;

16.2.2 each counterpart will be held as undelivered until the Parties agree a date on which the counterparts are to be treated as delivered;

16.2.3 the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Deed.

17. Governing Law

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

18. Enforcement

18.1 Jurisdiction of Scottish Courts

18.1.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising from or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed) (a "Dispute").

18.1.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- 18.1.3 This Clause 18 is for the benefit of the Secured Parties only. As a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF these presents consisting of this and the eight preceding pages have been executed in counterpart by the Parties as undernoted, with an effective date of 15 February 2024:

SUBSCRIBED for and on behalf of the said
ASHTENNE INDUSTRIAL FUND NOMINEE
NO.2 LIMITED by

GUEN SPARKING

Director / Authorised Signatory

(Signatory, print full name including middle names)



Director / Authorised Signatory

(Signatory please sign. Do not use initials)

~~Director / Authorised Signatory~~

(Signatory, print full name including middle names)

~~Director / Authorised Signatory~~

(Signatory please sign. Do not use initials)

at GLASGOW

(print town in which the document was signed)

on 8.2.24

(print the date on which the document was signed)

Before this witness:

Gemma FRIZZLE

Witness

(Witness, print full name including middle names)



Witness

(Witness, please sign. Do not use initials)

103 WATERLOO STREET

(Witness, print witness address.

The address of a place of work is sufficient)

GLASGOW

SUBSCRIBED for and on behalf of the said
SITUS ASSET MANAGEMENT LIMITED by

Metilde Vazquez
Vice President

Director / Authorised Signatory

(Signatory, print full name including middle names)

at

London

(print town in which the document was signed)

on

09/02/2021

(print the date on which the document was signed)

Before this witness:

KYROS AGATHAKIS Georgina

Witness

(witness, print full name including middle names)

[Signature]

Witness

(Witness, please sign. Do not use initials)

6th Floor 5 Capital, Otago Port

(witness, print witness address.

The address of a place of work is sufficient)

London, EC2V 6AA