

Registration of a Charge

Company Name: LUCIDEON GROUP LIMITED

Company Number: 08877014

XC1TC5F

Received for filing in Electronic Format on the: 19/04/2023

Details of Charge

Date of creation: **04/04/2023**

Charge code: 0887 7014 0002

Persons entitled: HSBC EQUIPMENT FINANCE (UK) LTD

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: HSBC EQUIPMENT FINANCE (UK) LTD



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8877014

Charge code: 0887 7014 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2023 and created by LUCIDEON GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2023.

Given at Companies House, Cardiff on 21st April 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





CHATTELS I VORTGAGE

Date: 04/04/2023

THIS IS AN IMPORTANT LEGAL DOCUM MENT. WE RECOMMEND THATY OU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

| Key Mortgage Details | | |
|---|---|--|
| You/Your | Lucideon Group L imitedregistered in Einglandand Wales with registered number 0 8877014 | |
| Us/We | HSBC Equipment Finance (UK) Limited, or another entity that it transfers, assigns or sells its rights and/or obligations under this Mortgage to. | |
| Your assets that are s ecured | By entering into this Mortgage you are giving us security over the Chattels and the Rights. | |
| Your obligations to us ti hat are secured | You give us security under this Mortgage for the payment of any amounts owed by you to us v vhether now or in the future and wie ther owed jointly or severally ("the E Deb") | |

1. MEANING OF CERTAIN WORDS

- 1.1 The definitions in the Key Mortgage le tails table apply to the rest of this Mortgage.
- 1.2 In this Mortgage:
 - 1.2.1 a person includes a body corporate;
 - 1.2.2 when we use the singular, that includes the plural and vice versa;
 - 1.2.3 when we refer to a statute or section of a statute, that includes any modification or renactment of that statute;
 - 1.2.4 a reference to the word 'including' c ir 'includes'r neans' including without limitation';
 - 1.2.5 when we use the term 'Chattels' we mean the chattels listed in the scheduleto this Mortgage;
 - 1.2.6 when we use the term 'Rights' we mean the rights subject to an assignment under clause 3.1.3.
 - 1.2.7 when we use the term 'this Mortgage' we mean this chattes mortgage;
 - 1.2.8 when we use the term 'HSBC Group' we mean HSBC Holdings plc, its subsidiaries (having the meaning in section 1159 of the Companies Act 2006) and any associated and/or affiliated companies; and
 - 1.2.9 when we use the term 'LLP' we mean a limited liability partnership under the Limited Liability Partnerships A set 200l;
- 2. WHAT YOU AGREE TO PAY US
- 2.1 You will pay us, on demand, the Debt.
- 2.2 The Debt does not include any money and liabilities arising under a regulate d agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.
- 2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 31% per rear abovet he Banko of England base rate(as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero), fill rom the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our deman.
- 3. THE SECURITY YOU GIVE US
- 3.1 You give us, with full title guarantee, and as continuing securt y for the payment of the Debt:
 - 3.1.1 a legal r nortgageo ver the Chattels includinçall add litions and improvements you make to them and a nyr eplacement Chattels you secure rom time to time;
 - 3.1.2 a first fixed charge over all your present and future right, title or interest in or to all rights under policies of insurance affecting the Chattels (rexcept as assigned below);
 - 3.1.3 an absolute a ssignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of all your present and future right, title and interest in or to all rights under policies of ir isurance affecting the Chattels.

- 3.2 You will hold any Chattels our Rights on trust for us if the security over that asset is ineffective.
- 4. POSSESSION OF THE CHATTELS
- 4.1 You are entitled to retain possession of the Chattels as bailee until this Mortgage becomes enforceable.
- YOUR OWNERSHIP OF THE CHATTELS ANDVI VHAT YOU AGRE NOT TO DO
- 5.1 You confirm that you are the sole legal aid I beneficial owner of the Chattelsiand Rights.
- 5.2 Unless we give you prior written consent, you will not:
 - 5.2.1 create or allow any type of security to exist over the Chattels or the Rights except any created in our favour or a nye xpressly permitted in any other agreement between you and us:
 - 5.2.2 dispose, part with possession (except for the purpose of necessary repair or maintenance), share use of or use for any purpose other than the circlinary course of your business any Chattel; or
 - 5.2.3 dispose of the Right.
- YOUR OBLIGATIONS TO US
- 6.1 Whilst this Mortgage is in place you will:

Insurance

- 6.1.1 keep your business and assets insured with a reputable insurer against risks that a business c arrying on the same or similar business would usually insure against and send us copies of any policies and premium receipts if we ask for them. We may arrange such insurance at your expense if you don't;
- 6.1.2 make sure we are noted on your policies of insurancile, or if we ak it, make sure we are crinsured:
- 6.1.3 comply with a II your obligations under the policies of insurance and tell s if you expect to make a claim;
- 6.1.4 not do or fail to do anything which might make any insurance policy voidable, void, lapse or which may increase the premium payable;
- 6.1.5 hold any payment you receive under the policies of insurance on trust for us and, if we ask you to, you will use it to make good the relevant loss our damage or to reduce the Debt:

Chattels

6.1.6 keep the C hattelsiin good condition and y ou won't d, or fail to do, anything which in our reasonable opinion may adversely affect the value of the security taken under this Mortgage or the value of the C hattels or our ability to enforce our ig ihts relating to those Chattels;

Breaches biy you

6.1.7 tell us if you breach or are likely to breach any law or regulation affecting any C hatteker Right;

RESTRICTED

6.1.8 tell us if you breach this Mortgageor any other agreement between us or if there is any material litigation or similar proceedings which affect you or, if you are part of a wider group of entities, any of your group companies and/or LLPs;

Your use of the Chattels

- 6.1.9 comply with the standards of good management appropriate for any tilrade or business you carry on;
- 6.1.10 comply with the standards of good n nanagement appropriate for the operation, maintenance, repair, storage and protection of the Chattels including in accordance with any manufacturer's guic telines or maintenance manuals;
- 6.1.11 hold and comply with all authorisations you need for owning or using the Chattels;
- 6.1.12 tell us if you receive any communication from any public body or authority which affects any Chattel;
- 6.1.13 keep the C :hattelsat the k ocation(if any) specifie d intline scheduled, if we approve it in writing, other premises provided that the C :hattels are keptwithin England, \ Valesor Northern Ireland;
- 6.1.14 comply with a ny lease or other agreement which affects your use or possession of any Chattel;
- 6.1.15 pay all amounts diusin a respect offline Chattels and a nyls and on which the Cihattels may be held from time to time:

Access

- 6.1.16 if we alsk yol, confirm where any Chattel is;
- 6.1.17 giv re us, and any person we authorise, access at all reasonable times and on reasonable notice, to any premises on which the Chattels are kept to conspect the Cohattel, repair or replace them or value themat your expense;

You will give us title documents

6.1.18 if we ask you, deposit with us documents sho wing that you own the Chattels;

Perfecting Security

6.1.19 if we ask you, plut are eadable plaque in a reasonably prominent position on each Chattel which contains the following words:

"NIOTICE OF MORTGAGE

This property and accessories are subject to a first mortgage in favour of F ISBC Equipment Finance (UK) Limited"

or almy other words wen hay require and keep this plaque fixed ancreadable.

Further assistance you will provide

- 6.1.20 if we ask you, fully co-operate with us and do what we reasonably ask you to do:
 - (a) in connection with:

RESTRICTED

- (i) any interest conferred or intended to be conferred on us by; or
- (ii) any of our rights, powers or remedies under,

this Nortgage;

- to create, perfect or protect any security intended to be created by this Mortgage; and
- (c) to enable us to sell or dispose of any C hattel or Righ.

WHEN WE CAN ENFORCE THIS MORTGAGE

- 7.1 This Mortgage v vill become enforceable if any of these events occur:
 - 7.1.1 any of the Debt is not paid or discharged when due;
 - 7.1.2 you breach any of your obligations under this Mortgage;
 - 7.1.3 you enter into, or seek to propose, any composition or voluntary arrangement with your creditors or scheme of arrangement of, or restructuring plan relating to, your affairs;
 - 7.1.4 you are unable, or admit you are unable, to pay your debts a s they fall due oryou suspend, or threaten to suspend, payment of your debts;
 - 7.1.5 an act, whether by you or another person, which either amounts to, or could directly result in, a formal step being taken for a moratorium and/or receivership, administration, bankruptcy, liquidation, dissolution, sequestration or analogous proceedings of, or in respect of, you;
 - 7.1.6 any a ction is taken or any court order is made which adversely affects the Chattels or the Rights;
 - 7.1.7 any event jeopardises all or any part of the security created by this \(\) \(
 - 7.1.8 any other guarantee or security in favour of any member of the HSBC Group in respiect of the Debt clir any Chattels or Rightshias become enforceable; or
 - 7.1.9 any other event occurs which has been agreed by you and us as an event which makes this Mortgage enforceable;

8. PERFECTING SECURITY

- 8.1 We n hayall ffix plaques or other markings to the Chattelson any premises where they aresituated indicating churi interest in the Chattels.
- 8.2 You villinot a llowsuch plaques or markings to be concealed, altered or removed.
- ACCESS ON ENFORCEMENT
- 9.1 We, any person we authorise and any re-ceiverc ane inter and remain upon any premises where Chattels may be situated and take possession of any Chattels vithoutli ability for any unavoidable damage oil r loss: ausedbily such entr, when this Mortgage becomes enforceable.
- 10. OUR RIGHT TO APPOINT A RECEIVER

- 10.1 We may appoint one or more persons to be a receiver of any Chattels or Rights if you ask us to or at any time after this Mortgage becomes enforceable. We can remove any receiver we appoint and, if we want to, can appoint a replacement receiver.
- 10.2 If there is more than one receiver at the same time, each of them will be separately entitled to exercise all the powers conferred on a receiver, unless the document appointing them confirms otherwise.
- Any receiver will bey our agenta now ou will be responsible for his acts, defaults and remuneration at such rate as we agree with the receiver without the restriction in scrition 109 (6) of the Law of Property Act 1925.

11. NO LIABILITY AS MORTGAGEE IN POSSESSION

- 11.1 We will not, and no receiver will, be liable to account as mortgagee in possession in respect of all or any of the Chattels or Rig hts or be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with all or any of the Chattels or Rights.
- 11.2 You may not take proceedings against any of our officers, employees or agents in respect of any claim you may have against us or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Mortgage and any of our officers, employees or agents may rely on this clause.

12. POWERS OF RECEIVER

- Any receiver may (on behalf of the receiver or y or) in addition to the powers given to receivers by the Insolvency Act 1986 and the Law of Property Act 1925:
 - 12.1.1 sell car otte rwise dispose of, or deal with,all or any of the Chattels or Rightsinh such a way ald on such terms and conditions and for such consideration as the releiver thinks fit;
 - 12.1.2 take possession of and get in, all or any of the Chattels or the Rights;
 - 12.1.3 take, defend or participate in any proceedings (including arbitration proceedings) or make any arr rangement or compromise between you and any personness ting to any Chattels or Rights;
 - 12.1.4 carry out or complete any improvement, development or repairs to any Chiattel;
 - 12.1.5 appoint managers, officers, servants, workmen, nominees, agents and advisors;
 - 12.1.6 without affecting the indemnity in clause 2.1, arrange with any insurer any policy of insurance;
 - 12.1.7 delegate by power of attorney, or in any other manner, to any person we approve in writing, all or any of the receiver's rights or powers under this N fortgage;
 - 12.1.8 ap ply for (in the name of a nominee or otherwise) any licence, consent or permt the receiver thinks desirable;
 - 12.1.9 borrow money for any purpose and provide security over a ny Chattels or lights in support of such borrowing (including if we consent, security which ranks ahead of the security under this Mortgage) on such terms as the receiver thinks fit;
 - 12.1.10 exercise any prowers we would be a bletro exercise under this Mortgage; and

12.1.11 do such other acts and things as the receiver may consider incidental or necessary to the exercise of its rights or powers under this N or tgage or law

13. THE ORDER OF APPLICATION OF MONIES

- 13.1 All monies received, recovered or realised by the receiver or (on any exercise by us of our enforcement powers under this Mortgage) u s, willbe applied in the following order, subject to claims having priority to the security created by this Mortgage:
 - in payment of all costs, charges and expenses of (a) the appointment of thie receiver and (b) the exercise of all or any of the powers of the receiver or us and of any other outgoings properly payable by the receiver or us.
 - 13.1.2 in payment of remuneration to the receiver; and
 - 13.1.3 in payment to us of the Debt.
 - 13.1.4 in payment of any surplus to you or any other person entitled to it.

14. THE POWER OF ATTORNEY YOU GRANT US

You, by way of security, irrevocably appoint us, any receiver and anyone we transfer, assign or sell our rights and/or obligations to under this N // Nortgaget of act on your behalfas your attorney and take any steps that we consider necessary in connection with (i) any interest conferred or intended to be conferred on us by or (ii) any of our rights, powers conferred under, this N // Nortgage and you ratify, or agree to ratify, and confirm whatever an attorney does under this clause.

- 15. WE HAVE POWERS OF A RECEIVER AND STATUTORY POWERS
- 15.1 We may exercise any right or power conferred upon a receiver (whether under this Mortgage or otherwise) at any time after this Mortgage has become enforceable whether or not a receiver has been appointed.
- 15.2 At any time after this Mortgage becomes enforceable and whether or not we are in possession of any of the Chattels:
 - 15.2.1 we will heave the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and we can exercise these rights free from the restrictions in sections 103 and 109.
 - 15.2.2 we can exercise the powers of leasing, agreeing to lease and accepting surrenders conferred by sections 99 and 100 of the Law of Property Act 1925 and we won't neect a comply with any of the restrictions in those sections.
- 15.3 We may exercise any right or power under this Mortgage without prior notice to you.

DELEGATION

We called late to any person all or any of our rights or powers.

17. WE CAN REDEEM PRIOR INTERESTS

We can redeem any prior interest or arrange the transfer of it to us and settle and pass the accounts to any third party concerned. We can do this at any time after this Mortgage has become enforceable, or after any power given by any interest having priority to the security created by this Mortgage has become exercisable.

18. CONSOLIDATION

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 will not apply to this Mortgage.

19. OUR POWER TO REMEDY

We may (but we don't have to) do all things which in our reasonable opinion are required to remedy any breach by you of this \(\) //ortgag.

20. INDEMNITY

- 20.1 You must inden anify us and any receiver in demandargainst any costs, losses or liabilities we or any receiver incurs:
 - 20.1.1 because of a breach by you of this Mortgage; or
 - 20.1.2 in exercising any powers or purported powers under or in connection with this Mortgage.

21. PROTECTION OF PURCHASERS

- 21.1 No purchaser or other person dealing with us or a receiver or any delegate needs to:
 - 21.1.1 ask whether any power or authority being exercised has arisen and is exercisable or be coincerned with any notice suggesting otherwise;
 - 21.1.2 see whether any authority or delegation has lapsed or been revoked; or
 - 21.1.3 ask how any money they pay is going to be used.

22. COSTS AND EXPENSES

- 22.1 If we think we might, or if we have to, enforce or preserve our rights under, this \ \(\lambda \) ortgage r have to investigate any breach of this \(\lambda \) ortgage, you will promptly on demand \(\text{ay uson a full indemnity basis our costs and expenses associated with us taking such action.} \)
- 22.2 We will charge you interest at a rate of 3% per year above tile Bankof England base rate (as such base rate may change, ε and whenever such base rate is less than zero it shall be deemed to be zero), from the date the demand is made until the date on which you make payment, if you fail to pay us such costs and expenses on demand.
- 23. ADDITIONAL SECURITY, RIGHTS AND REMEDIES

This Mortgage is in addition to and independent of any other guarantee or securi ity which we may hold at any time for any of the Debt. Our rights and remedies under this Mortgage are in addition to, and not in substitution for, any rights or remedies provided by law.

24. EFFECTIVENESS OF SECURITY

- 24.1 The security created under this N fortgage and your obligations under it shall remain in full force and effect until we discharge it in writing even if any of the following or any other matter or thing occurs:
 - 24.1.1 any of you or any other person:
 - lacks capacity, power or authority or is subject to any insolvency or similar proceedings;

(b) undergoe sa change in members or status (legal or otherwise);

24.1.2 we:

- (a) accept intermediate payment or discharge in whole or in part of the Debt;
- (b) make any new facility available to a your extend, increase, amend, renework otherwise vary or waive the IDebt or the iterms of any facility or this Mortgage in any such case, however fundamentally and whether or not resulting in the Debt or this Mortgage becoming more onerous;
- take any action (or do not take any action) against yo iu or any other person in respect of any assets which you might hold;
- agree to release any other guarantee or security or to enter into any payment plan with y ou orallny other persor;
- (e) grant time, waiver or consent to you or any other person;
- (f) transfer any of our rights under this Mortgage or the Debt; and/or
- (g) do, or fail to do, anything which might affect the enforceability of this N Aortgag;
- 24.1.3 any other agreement or security granted by you or any other person is not enforceable.
- 24.2 You waive any right you may heave of first requiring us to proceed against or enforce any other rights or security or claim payment from any person before claiming from you under this Mortgage.

25. NEW ACCOUNTS

- We imay open a new account or accounts for yoif we receive notice of any subsequent charge or other interest affecting till he Chattels or Right.
- If we do not open a new account then (unless we tell you in writing otherwise) any payment from you received by us after the date of the notice, will be treated as being paid into a new account and not in reduction of the Debt.
- 25.3 We may credit any payment we receive to a suspense account where it will remain for as long as we decide without reducing the Deb.

26. PAYMENTS MADE BY YOU

- 26.1 You must make all payments without any deduction or withholding.
- Yo u will promptly pay to us additional sums that will make the net sum received by us equal to the full sum payable, had there been no deduction or withholding, if you are required by law to make any deduction or withholding from a payment.
- 26.3 You waive any present or future right of set off you have in respect of the Debt or payments under or in connection with this Mortga ge.

27. CALCULATIONS AND CERTIFICATES

Any rate or amount under this Mortgage or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

28. CURRENCY CONVERSION

- 28.1 Payments to use houldbe made in the currency in which they are due. If viere aceive any money which is in a different currency or if viven leed to conversary of the Debt organy order, judgment or award given in relation to a payment due from youir ato a different currency, ven have onvertithis at the HSBC Exchange Rate. Your aust indemnifyus on demand against any costs or losses that we in neuropeople of that conversion.
- 28.2 You waive any rights you may have in any jurisdiction to pay any amount to us in a different currency or courrency unit to the currency in which such amount is payable.

What's the HSBC Exchange Rate?

This is the rate we use to convert payments to and from currencies other than the currency of your payment. It's based on the foreign currency market for each currency we offer so change constantly. The rate will depend on the size of the payment and whether we are buying currency (because you are receiving a payment) or selling currency (because you are making a payment).

29. ARRANGEMENTS WITH OTHERS

We may grant time, vary, release or make any other arrangement in respect of the Debt or any security or guarantee in respect of it. It will not affect this Mortgage or your liability for the Debt.

- 30. SET OFF
- We may use any money you have in any account with use or any othercolompany in the HSBC Group (except for trust or client accounts) to pay off any amount owed to us under this N Nortgage.
- 31. RELEASE OF THIS N MORTGAGE
- 31.1 We shall at your request and cost do whatever is necessary to release and reassign to you our rights under this \(\) \(
- Any release of this Mortga ge or any Chattel or Right from this Mortgage is conditional upon any payment or security received by us in respect of the Debt not being avoided, reduced or ordered to be refunded under any law relating to insolvency. We shall be entitled to recover from you the value or amount of any security or payment avoided, reduced or ordered to be refunded as if such release had not occurred.
- 32. TRANSFER O IF RIGHTS
- 32.1 You c an't transferany of y our lights and obligations under this\ /lortgag.
- We can transferant of caurilights and obligations under this Mortgagetto anyone. You gree to sign any additional documents that are required to carry out any such transferal is soon as possible after vive asl.

33. SHARING OF INFORMATION

You consent to us sharing any information about out, this Mortgage, the Chattels, the Rights, or the Debt with:

- any person that we might transfer or heave transferredour rights to under this N /lortgage or the Debt;
- any person that we might enter into or have entered into any sub-participation with or any dilher transaction under which payments are to be made or may be made by reference to any of the documents detailing the Debt or any person who might or does invest in or finance such a transaction;
- 33.3 any company within the HSBC Group;
- 33.4 any rating agency (so itc):an carry out its normal rating activities;
- 33.5 any person that we have to share that information with in connection with any litigation or similar proceedings;
- 33.6 any person that we are required or requested to share that information with by any court, regulatory authority or similar body, the rules of any stock exchange or under any applicable law or regulation;
- 33.7 any insurer who is or who proposes to provide insurance to us in respect of til he Chattels ortil he Debt; and
- 33.8 any affiliates or professional adviser: s of any of the above persons.

34. THIS N NORTGAGE

If any part of this Mortgage is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of this Mortgage in respect of the relevant jurisdiction. The rest of this Mortgage will continue to be valid and enforceable.

35. NOTICES

35.1 Communication by post

If we send a letter to you, at your last known address or registered office, the letter will be deemed to be received at 12pm two business days after it is posted. In this \(\) \(

35.2 Communic :ation by electronic channe

If we send an email to you or use a platform or other electronic channel, the email will be deemed to be received at the time it is sent or, as applicable, at the time the notice or demand is notified to you on the relevant platform or electronic channel.

COUNTERPARTS

This Mortgage 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 Mortgage.

37. THIRD PARTY RIGHTS

37.1 Unless expressly provided I to the contrary in this\texts\textsigma fortgag,\textsigma a person who is not a party to this Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this \textsigma fortgag.

- 37.2 The consent of any person who is not a party to this Mortgage is not required to rescind or vary this Mortgage at any time.
- 35.3 GOVERNING LAW & JURISDICTION
- 37.3 English law governs this Mortgage, its interpretation and any no-contractual obligation arising from or connected with it.
- We and you's ubmit to the exclusive jurisdiction of the courts of England and Wales in relation call matters (including non-contractual) arising from or in connection with this Mortgag.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by you and is now delivered on the date mentioned above.

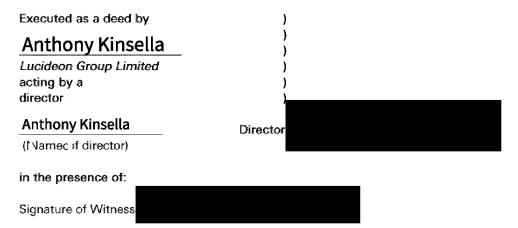
The Schedule referred to above

(The C :hattel)

| Asset description | Serial no | Location |
|-------------------|-----------|-----------------|
| | | Queens Road, |
| | | Stoke-on-Trent, |
| | | ST4 7LQ, |
| Large Spray Dryer | 936303 | United Kingdom |
| | | Queens Road, |
| | | Stoke-on-Trent, |
| | | ST4 7LQ, |
| Instron | 63875-1 | United Kingdom |

EXECUTION PAGES

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.



By signing this document as a witness to the signatory, you confirm that you were physically present at the location of the signatory, and you saw the signatory apply their signature to this document

| Print full name | Julie Brazier | |
|-----------------|-------------------------------|--|
| Address | 7 Hillfield Avenue | |
| | Trent Vale | |
| | Stoke-on-Trent, Staffordshire | |
| Occupation | PA to Group Board | |
| | | |

Template e xtracin ninutes

PLEASE NOTE:

THIS IS A SAMPLE FORM OF E XTRACIN INUTES ONLY. THIN IORTGAGOF IND/OR ITS SOLICITORS ARE RESPONSIBLE FOR THE PREPARATION OF THE N IORTGAGO'S I MINUTES AND FOR ENSURING THAT THEY ACCURATELY REFLECT THE MATTERS DISCUSSED AT THE MEETING TO WHICH THEY REFER.

THIS IS AN IMPORTANT DOCUMENT

IF IN DOL IBT ABOUT ITS LEGAL OR FINANCIAL IMPLICATIONS, SEEK INDEPENDENT LEGAL ADVICE BEFORE PROCEEDING