



Registration of a Charge

Company Name: **LUCIDEON GROUP LIMITED**

Company Number: **08877014**



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

XC1TC762

Details of Charge

Date of creation: **12/04/2023**

Charge code: **0887 7014 0003**

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 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th 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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CHATTELS MORTGAGE

Date: 12/04/2023

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Mortgage Details	
You/Your	Lucideon Group Limited registered in England and Wales with registered number 08877014
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 secured	By entering into this Mortgage you are giving us security over the Chattels and the Rights.
Your obligations to us that are secured	You give us security under this Mortgage for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally ('the Debt')

1. MEANING OF CERTAIN WORDS

1.1 The definitions in the Key Mortgage details 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 re-enactment of that statute;

1.2.4 a reference to the word 'including' or 'includes' means 'including without limitation';

1.2.5 when we use the term 'Chattels' we mean the chattels listed in the schedule to 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 chattel 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 Act 2000;

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 regulated 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 3.1% per year above the Bank 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), from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

3. THE SECURITY YOU GIVE US

3.1 You give us, with full title guarantee, and as continuing security for the payment of the Debt:

3.1.1 a legal mortgage over the Chattels including all additions and improvements you make to them (and any replacement Chattels you secure) from 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 (except as assigned below);

3.1.3 an absolute assignment (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 insurance affecting the Chattels.

3.2 You will hold any Chattels or 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.

5. YOUR OWNERSHIP OF THE CHATTELS AND WHAT YOU AGREE NOT TO DO

5.1 You confirm that you are the sole legal and beneficial owner of the Chattels and 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 any expressly 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 ordinary course of your business any Chattel; or

5.2.3 dispose of the Right.

6. 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 carrying 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 insurance, or if we ask, make sure we are co-insured;

6.1.3 comply with all your obligations under the policies of insurance and tell us 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 or damage or to reduce the Debt;

Chattels

6.1.6 keep the Chattels in good condition and you won't do, 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 Chattels or our ability to enforce our rights relating to those Chattels;

Breaches by you

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

RESTRICTED

- 6.1.8 tell us if you breach this Mortgage or 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 trade or business you carry on;
- 6.1.10 comply with the standards of good management appropriate for the operation, maintenance, repair, storage and protection of the Chattels including in accordance with any manufacturer's guidelines 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 Chattels at the location (if any) specified in the schedule or, if we approve it in writing, other premises provided that the Chattels are kept within England, Wales or Northern Ireland;
- 6.1.14 comply with any lease or other agreement which affects your use or possession of any Chattel;
- 6.1.15 pay all amounts due in respect of the Chattels and any land on which the Chattels may be held from time to time;

Access

- 6.1.16 if we ask you, confirm where any Chattel is;
- 6.1.17 give 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 inspect the Chattel, repair or replace them or value them at your expense;

You will give us title documents

- 6.1.18 if we ask you, deposit with us documents showing that you own the Chattels;

Perfecting Security

- 6.1.19 if we ask you, put a readable plaque in a reasonably prominent position on each Chattel which contains the following words:

"NOTICE OF MORTGAGE

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

or any other words we may require and keep this plaque fixed and readable.

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:

- (i) any interest conferred or intended to be conferred on us by; or
- (ii) any of our rights, powers or remedies under, this Mortgage;
- (b) 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 Chattel or Right.

7. WHEN WE CAN ENFORCE THIS MORTGAGE

7.1 This Mortgage will 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 as they fall due or you 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 action 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 Mortgage;
- 7.1.8 any other guarantee or security in favour of any member of the HSBC Group in respect of the Debt or any Chattels or Rights has 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 may affix plaques or other markings to the Chattels or any premises where they are situated indicating our interest in the Chattels.
- 8.2 You will not allow such plaques or markings to be concealed, altered or removed.

9. ACCESS ON ENFORCEMENT

- 9.1 We, any person we authorise and any receiver, may enter and remain upon any premises where Chattels may be situated and take possession of any Chattels without liability for any unavoidable damage or loss caused by such entry, 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.
- 10.3 Any receiver will obey our agency and you will be responsible for his acts, defaults and remuneration at such rate as we agree with the receiver without the restriction in section 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 Rights 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
- 12.1 Any receiver may (on behalf of the receiver or you) in addition to the powers given to receivers by the Insolvency Act 1986 and the Law of Property Act 1925:
- 12.1.1 sell or otherwise dispose of, or deal with, all or any of the Chattels or Rights in such a way and on such terms and conditions and for such consideration as the receiver 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 arrangement or compromise between you and any person relating to any Chattels or Rights;
 - 12.1.4 carry out or complete any improvement, development or repairs to any Chattel;
 - 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 Mortgage;
 - 12.1.8 apply for (in the name of a nominee or otherwise) any licence, consent or permit the receiver thinks desirable;
 - 12.1.9 borrow money for any purpose and provide security over any Chattels or Rights 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 powers we would be able to 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 Mortgage 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) us, will be applied in the following order, subject to claims having priority to the security created by this Mortgage:

13.1.1 in payment of all costs, charges and expenses of (a) the appointment of the 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 Mortgage to act on your behalf as 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 or remedies under, this Mortgage 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 have 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 need to 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.

16. DELEGATION

We can delegate 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 Mortgage.

20. INDEMNITY

20.1 You must indemnify us and any receiver in demand against 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 concerned 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 Mortgage or have to investigate any breach of this Mortgage, you will promptly on demand pay us on 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 the Bank 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) 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 security 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 Mortgage 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:

(a) lacks capacity, power or authority or is subject to any insolvency or similar proceedings;

- (b) undergo a 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 you or extend, increase, amend, renew or otherwise vary or waive the Debt or the terms 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;
- (c) take any action (or do not take any action) against you or any other person in respect of any assets which you might hold;
- (d) agree to release any other guarantee or security or to enter into any payment plan with you or any other person;
- (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 Mortgage;

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 have 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

25.1 We may open a new account or accounts for you if we receive notice of any subsequent charge or other interest affecting the Chattels or Right.

25.2 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 Debt.

26. PAYMENTS MADE BY YOU

26.1 You must make all payments without any deduction or withholding.

26.2 You 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 Mortgage.

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 us should be made in the currency in which they are due. If you receive any money which is in a different currency or if you need to convert any of the Debt or any order, judgment or award given in relation to a payment due from you into a different currency, you may convert this at the HSBC Exchange Rate. You must indemnify us on demand against any costs or losses that we incur because 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 currency 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

- 30.1 We may use any money you have in any account with us or any other company in the HSBC Group (except for trust or client accounts) to pay off any amount owed to us under this Mortgage.

31. RELEASE OF THIS MORTGAGE

- 31.1 We shall at your request and cost do whatever is necessary to release and reassign to you our rights under this Mortgage and the Chattels and Rights from the security created under this Mortgage once the Debt has been unconditionally and irrevocably paid and discharged in full and no further Debts capable of being outstanding.
- 31.2 Any release of this Mortgage 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 OF RIGHTS

- 32.1 You can't transfer any of your rights and obligations under this Mortgage.
- 32.2 We can transfer any of our rights and obligations under this Mortgage to anyone. You agree to sign any additional documents that are required to carry out any such transfers as soon as possible after we ask.

33. SHARING OF INFORMATION

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

- 33.1 any person that we might transfer or have transferred our rights to under this Mortgage or the Debt;
- 33.2 any person that we might enter into or have entered into any sub-participation with or any other 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 it can 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 the Chattels or the Debt; and
- 33.8 any affiliates or professional advisers of any of the above persons.

34. THIS M MORTGAGE

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 Mortgage 'business day' means any day other than a Saturday, Sunday or public holiday in the United Kingdom, where we, as a bank, are open for business.

35.2 Communication by electronic channel

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.

36. 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 to the contrary in this Mortgage, 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 Mortgage.

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 non-contractual obligation arising from or connected with it.

37.4 We and you submit to the exclusive jurisdiction of the courts of England and Wales in relation to all matters (including non-contractual) arising from or in connection with this Mortgage.

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 Chattel)

Asset Description	Serial no	Location
Hydrogen Kiln	SIPF-0001	Queens Road, Stoke-on-Trent, ST4 7LQ, 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.

Executed as a deed by)
)
)
 Lucideon Group Limited)
 acting by a)
 director)

Anthony Kinsella

Director

(name of director)

in the presence of:

Signature of Witness

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
TrentVale, Stoke on Trent
Staffordshire, ST4 6PY

Occupation PA to Group Board

Template e xtractn minutes

PLEASE NOTE:

THIS IS A SAMPLE FORM OF E XTRACTN MINUTES ONLY. THIN MORTGAGOF/ AND/OR ITS SOLICITORS ARE RESPONSIBLE FOR THE PREPARATION OF THE M MORTGAGO'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 DOUBT ABOUT ITS LEGAL OR FINANC IAL IMPLICATIONS, SEEK INDEPENDENT LEGAL ADVICE BEFORE PROCEEDING

EXTRACT B - AGEND MINUTES

Lucideon Group Limited (Company number 0887701)

(the Company)

Extract of the Minutes of a meeting of the board of directors of the Company held at

Queens road


(address)

on 27th march 2012 at 1200 am/pm

1. The Directors noted that HSBC Equipment Finance (UK) Limited (HEF) had agreed to provide the Company with certain equipment finance facilities (the Facility) and that it was a condition of the Facility that the Company grant security to HEF to secure its obligations to HEF.
2. There were produced to the meeting the following documents:
 - 2.1 a chattels mortgage to be entered into by the Company in favour of HEF; and
 - 2.2 certificates and any other documents to be signed and/or delivered by the Company to HEF in connection with the Facility,(together, the Documents).
3. Those Directors present at the meeting who had interests in the matters under consideration declared those interests and it was noted that a quorum was present.
4. After considering the financial position of the Company and its future requirements and after giving consideration to the requirements of sections 171 to 177 of the Companies Act 2006, IT WAS UNANIMOUSLY RESOLVED:
 - (a) THAT entering into the Documents would be most likely to promote the success of the Company for the benefit of its members as a whole and to do so would be of commercial benefit to the Company;
 - (b) THAT the Company should sign or execute and deliver the Documents to HEF and that any two Directors are authorised (or where the Company has a sole director at the time it executes the Documents or where it is otherwise agreed by HEF, any one Director is authorised) on behalf of the Company to sign or execute any Document, including any amendments made to it, (other than any Document which needs to be signed as a Deed) or THAT the Company's seal be affixed thereto as appropriate;
 - (c) THAT two Directors, one Director and the Company Secretary or One Director in the presence of a witness is/are authorised on behalf of the Company to sign or execute any Document, including any amendments made to it, which need to be signed as a Deed or THAT the Company's seal be affixed thereto as appropriate;

(d) THAT any of the persons authorised in (b) and (c) above are authorised to sign, dispatch or deliver any other documents required by the Company in connection with the Documents.

I, the Chairperson of the above Meeting, certify that this is a true extract of the Minutes of the above Meeting of the Board of Directors of the Company and that true copies of the Documents have been retained by the Company.

Signature: 
Anthony Kinsella (Apr 11, 2023 17:09 GMT+1)
Chairperson of the Meeting
For and on behalf of the Company

Date: 11/04/2023