



Registration of a Charge

Company name: **AIR AND CARGO SERVICES LIMITED**

Company number: **00401523**



X7JP23FF

Received for Electronic Filing: **28/11/2018**

Details of Charge

Date of creation: **12/11/2018**

Charge code: **0040 1523 0007**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

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

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 401523

Charge code: 0040 1523 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2018 and created by AIR AND CARGO SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2018 .

Given at Companies House, Cardiff on 30th November 2018

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

EXECUTION VERSION

DATED 12th November 2018

**(1) AIR AND CARGO SERVICES LIMITED
(AS CHARGOR)**

**(2) BARCLAYS BANK PLC
(AS LENDER)**

ACCOUNT CHARGE



Pinsent Masons

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THIS DEED is made on 17 November 2018

BETWEEN

- (1) **AIR AND CARGO SERVICES LIMITED** a company registered in England and Wales with company number 00401523 whose registered office is at Unit 24 Cobham Way, Crawley, Sussex, RH10 9RX (the "Chargor"); and
- (2) **BARCLAYS BANK PLC** (the "Lender").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:-

"Account" means the account of the Chargor with the Lender numbered [REDACTED] with sort code [REDACTED] (as that account may from time to time be re-designated or re-numbered) and includes:

- (a) any suspense account referred to in Clause 14.5 (Appropriations); and
- (b) any new account opened pursuant to Clause 14.6 (New accounts)

"Bond" means any standby letter of credit, bond, guarantee or indemnity (or any other obligation) issued by the Lender or its correspondents on behalf or at the request of the Chargor or its affiliates

"Deposit" means the balance from time to time standing to the credit of the Account, and all other rights and benefits accruing or arising in connection with the Account (including, but not limited to, any entitlement to interest)

"Facilities Agreement" means the bonds and guarantees facilities agreement dated 30 March 2012 made between, among others, the Chargor as Borrower and the Lender, and such expression shall include the Lender's standard terms and conditions in place from time to time in relation to the issuance of bonds and guarantees

"HMRC Bond" means the guarantee provided by the Lender to HMRC on behalf of the Chargor dated 19 July 2006 (as amended on 1 December 2007)

"LPA" means the Law of Property Act 1925

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I.2003/2336) (as amended by the Financial Collateral Arrangements (No. 2) Regulations 2003 (Amendment) Regulations 2009 (S.I.2009/2462) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements and "Regulation" means any of them

"Secured Liabilities" means any liability expressed to be due, owing or payable by the Chargor to the Lender under or in connection with the Facilities Agreement and any Bond issued pursuant to the Facilities

Agreement or otherwise by the Lender on behalf of the Chargor, including, without limitation, the HMRC Bond (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"Security" means a mortgage, charge, assignment by way of security, pledge, lien or any other security interest securing any obligation of any other person or any other agreement or arrangement having a similar effect

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and all facilities which might give rise to Secured Liabilities have terminated

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facilities Agreement have the same meanings in this Deed.

1.3 Interpretation

The principles of interpretation set out in clauses 1 and 2 of the standard terms incorporated within the Facilities Agreement shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to the Facilities Agreement or any other agreement or instrument is a reference to the Facilities Agreement or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under the Facilities Agreement or other agreement or instrument and includes any increase in, extension of or change to any facility made available under (or Bond issued under) the Facilities Agreement or other agreement or instrument.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.5 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

2.1 Secured liabilities

The Chargor covenants that it will on demand pay and discharge any or all of the Secured Liabilities when due.

2.2 Interest

The Chargor covenants to pay interest on any sum demanded in accordance with Clause 2.1 (Secured liabilities) until payment (both before and after judgment) at the Default Rate.

3. SECURITY

3.1 Charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of fixed charge all its present and future right, title and interest in and to the Account and the Deposit.

3.2 Payment of the Deposit

Regardless of the terms on which moneys are credited to the Account, the Deposit will not accrue due or be payable to the Chargor until:

3.2.1 the Secured Liabilities have been paid and discharged in full; and

3.2.2 the Lender is not under any obligation to make banking or other facilities available to the Chargor,

and until that time the Chargor shall not request, demand or claim to be entitled to withdraw the Deposit except (without prejudice to the Lender's rights under this Deed) as the Lender may in its absolute discretion from time to time permit.

4. SET OFF

4.1 Rights of Lender

The Lender may at any time and from time to time without notice to the Chargor take all or any of the following steps:

4.1.1 open a new account in the name of the Chargor and debit that account, or debit an existing account of the Chargor with an amount of up to the Secured Liabilities;

4.1.2 combine or consolidate (regardless of currency and of the terms on which moneys are credited to any of those accounts, and of how the amount of any credits or debits to any of those accounts may be expressed) all or any of the accounts with the Lender in the name of the Chargor or to which the Chargor is beneficially entitled at any of the Lender's branches in any country or territory; and

4.1.3 (after taking into account any combination or consolidation of accounts) set off all or any part of the Deposit against all or any of the Secured Liabilities by applying the Deposit in or towards payment of all or any of the Secured Liabilities.

4.2 Application

The Lender's rights under Clause 4.1 (*Rights of Lender*) apply:-

4.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;

4.2.2 whether or not any credit balance is immediately available or subject to any restriction;

4.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Lender may, for the purpose of exercising its rights, elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and

4.2.4 in respect of any Secured Liabilities owed by the Chargor, however arising.

5. TERMS OF THE DEPOSIT

5.1 Interest on the Deposit

Interest accruing on the Deposit shall be paid into the Account at the rate agreed from time to time between the Lender and the Chargor.

5.2 Security margin

The Chargor shall ensure that if at any time the value of the Deposit is less than 100 per cent of the amount of the Secured Liabilities (the amount by which it is less being the "Shortfall") the Chargor shall immediately either:

5.2.1 Increase the amount of the Deposit; or

5.2.2 pay to the Lender all or a part of the Secured Liabilities,

In either case so as to eliminate the Shortfall.

5.3 Time deposits

Subject to the terms of this Deed, if at any time the Deposit is placed on deposit for any fixed or minimum period, on its maturity it will be successively re-deposited for the period and on the other terms agreed in writing between the Lender and the Chargor (or, failing agreement, the period and on the other terms as the Lender may determine) and will continue to be held by the Lender on and subject to the terms of this Deed.

5.4 Payment of cheques

In determining whether to make payment under any cheques or other orders drawn by the Chargor on the Lender, the Lender may disregard the Deposit.

6. REPRESENTATIONS AND WARRANTIES BY THE CHARGOR

6.1 Representations and warranties

The Chargor represents to the Lender:

6.1.1 It is the sole, absolute, legal and beneficial owner of the Account and the Deposit;

6.1.2 except pursuant to this Deed (and any other Security granted by the Chargor to the Lender), no Security exists on or over the Account or the Deposit; and

6.1.3 It is not deemed to be unable to pay its debts for the purpose of Section 123 of the Insolvency Act 1986 (but ignoring any requirement that any matter referred to in that section be proved to the satisfaction of the court), nor will it become so in consequence of entering into this Deed.

6.2 Repetition

The representations and warranties set out in this Clause 6 shall survive the execution of this Deed and are deemed to be repeated by reference to the facts and circumstances then existing on the date on which the Repeating Representations are deemed to be repeated.

7. COVENANTS

The covenants in this Clause 7 remain in force from the date of this Deed until the expiry of the Security Period.

7.1 Third Party Claims

The Chargor shall promptly inform the Lender of any claim or notice relating to the Account or the Deposit which it receives from any third party.

7.2 Security

The Chargor shall not create or permit to subsist any Security (other than as created by the Deed or otherwise in favour of the Lender) over the Account or any of the Deposit.

7.3 Disposal

The Chargor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Account or any of the Deposit.

7.4 Preservation of the Deposit

The Chargor shall not take any Security in connection with its liability under this Deed from any guarantor of, or provider of Security for, any of the Secured Liabilities.

8. FURTHER ASSURANCE**8.1 Further assurance**

The Chargor shall promptly do whatever the Lender requires:-

- 8.1.1 to perfect or protect the Security created or expressed to be created by this Deed, or its priority; or
- 8.1.2 to facilitate the realisation of the Deposit or the exercise of any rights vested in the Lender,

including executing any transfer, conveyance, charge, assignment or assurance of the Account or the Deposit (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

8.2 Documents

The Chargor shall promptly execute and/or deliver to the Lender such documents relating to the Account and the Deposit as the Lender requires.

9. DEMAND AND ENFORCEMENT**9.1 Enforcement**

The Security created by this Deed shall become enforceable upon:-

- 9.1.1 failure by the Chargor to make any payment of any amount payable under the Facilities Agreement or this Deed on the due date;
- 9.1.2 failure by the Chargor to comply with any provision of or covenant on its part contained in the Facilities Agreement or this Deed;
- 9.1.3 the presentation of a petition, an order being made or an effective resolution being passed for the winding up of the Chargor;
- 9.1.4 a liquidator, administrator, receiver, trustee, or similar officer being appointed in respect of all or any of the assets of the Chargor;

- 9.1.5 a distress, execution, attachment or other legal process being levied, enforced or sued out upon or against any of the assets of the Chargor and not being removed, discharged or paid within five business days;
- 9.1.6 the Chargor suspending payment of its debts or being deemed under section 123 of the Insolvency Act 1986 to be unable to pay its debts;
- 9.1.7 any representation or warranty made (or deemed to be made) by the Chargor in or pursuant to the Facilities Agreement or this Deed at any time being or becoming untrue or incorrect in any respect as of the date on which it is made or deemed to be made or there being any adverse change in the position as set out in such representation or warranty;
- 9.1.8 any indebtedness of the Chargor becoming immediately due and payable or capable of being declared so due and payable, prior to its stated maturity, by reason of default on the part of any person, or the Chargor failing to discharge any indebtedness on its due date; or
- 9.1.9 any request being made by the Chargor to the Lender for the Lender to exercise any other power or right available to it.

9.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Lender may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:-

- 9.2.1 apply the Deposit (whether on or before the expiry of any fixed or minimum period for which it has been placed with the Lender) in or towards satisfaction of the Secured Liabilities or any part of them; and
- 9.2.2 exercise all the powers and rights which may be exercisable by the beneficial owner of the Account or the Deposit and all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA.

9.3 Delegation

The Lender may delegate in any manner to any person any rights exercisable by the Lender under any document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit.

10. APPLICATION OF MONEYS

10.1 Application of moneys

All sums received by virtue of this Deed by the Lender shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 10.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Lender (including legal expenses), together with interest at the a default rate of 4% above the Lender's base rate from time to time (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full or other person entitled to it;
- 10.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender;

10.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Facilities Agreement;

10.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor or any other person entitled to it,

and section 109(8) of the LPA shall not apply.

11. POWER OF ATTORNEY

11.1 Appointment

The Chargor irrevocably and by way of security appoints:-

11.1.1 the Lender; and

11.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender,

severally as the Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Deed, or which the Lender in its sole opinion may consider necessary or desirable for perfecting its title to any of the Deposit or enabling the Lender to exercise any of its rights or powers under this Deed.

11.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 11.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 11.1 (*Appointment*).

12. PROTECTION OF THE LENDER

12.1 No liability

The Lender shall not, nor shall any of its officers, employees or delegates be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed, including, without limitation:

12.1.1 for any action taken in relation to the Account or the Deposit including the selection of periods for any time deposit or termination of any such period before its due date of maturity; or

12.1.2 for any loss resulting from any fluctuation in exchange rates or in connection with any purchase of currencies.

12.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, none of the Lender, or any of its officers or employees shall be liable or responsible:-

12.2.1 to account as mortgagee in possession;

12.2.2 for any loss on realisation of the Account or the Deposit; or

- 12.2.3 for any other default or omission for which a mortgagee in possession might be liable.

12.3 Indemnity

The Chargor shall indemnify and keep indemnified the Lender and its respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

- 12.3.1 any act or omission by any of them in relation to the Account or all or any of the Deposit;
- 12.3.2 any payment relating to or in respect of the Account or all or any of the Deposit which is made at any time by any of them;
- 12.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- 12.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed;
- 12.3.5 any breach by the Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person.

12.4 Interest

The Chargor shall pay interest at the Default Rate on the sums payable under this Clause 12 (*Protection of the Lender*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

12.5 Indemnity out of the Deposit

The Lender and its officers, employees and delegates shall be entitled to be indemnified out of the Deposit in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 12.3 (*Indemnity*).

12.6 Continuing protection

The provisions of this Clause 12 (*Protection of the Lender*) shall continue in full force and effect notwithstanding any release or discharge of this Deed.

13. PROVISIONS RELATING TO THE LENDER

13.1 Powers and discretions

The rights, powers and discretions given to the Lender in this Deed:-

- 13.1.1 may be exercised as often as, and in such manner as, the Lender thinks fit;
- 13.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 13.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

13.2 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 125 years.

14. PRESERVATION OF SECURITY**14.1 Continuing Security**

This Deed shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

14.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities.

14.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Lender) including:-

- 14.3.1 any time, waiver or consent granted to, or composition with, the Chargor or any other person;
- 14.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any person;
- 14.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 14.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 14.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of the Facilities Agreement or any other document or Security;
- 14.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under the Facilities Agreement or any other document; or
- 14.3.7 an insolvency, liquidation, administration or similar procedure.

14.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights of Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of the Facilities Agreement or any other provision of this Deed to the contrary.

14.5 Appropriations

During the Security Period the Lender may:-

- 14.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured

Liabilities, or, subject to Clause 10 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the same; and

- 14.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor on or account of the Secured Liabilities.

14.6 New Accounts

If the Lender receives notice (whether actual or otherwise) of any subsequent Security over or affecting the Deposit or if a petition is presented or a resolution passed in relation to the winding up of the Chargor, it may open a new account or accounts for the Chargor. If the Lender does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Chargor to the Lender shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the Secured Liabilities.

15. RELEASE

15.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargor release the Account and the Deposit from this Deed.

15.2 Reinstatement

If the Lender considers that any amount paid or credited to the Lender under the Facilities Agreement or this Deed (whether in respect of the obligations of any person or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

- 15.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

- 15.2.2 the liability of the Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

15.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

16. MISCELLANEOUS PROVISIONS

16.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

- 16.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

- 16.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

16.2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation, replacement or supplementation of the Facilities Agreement (including any increase in the amount of the Secured Liabilities).

16.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

16.4 Counterparts

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

17. GOVERNING LAW

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

18. ENFORCEMENT**18.1 Jurisdiction of English Courts**

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

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

18.1.3 This Clause 18.1 (*Jurisdiction of English Courts*) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

EXECUTED AS A DEED and delivered on the date appearing at the beginning of this Deed.

EXECUTION VERSION

The Chargor

EXECUTED as a Deed)
by AIR AND CARGO SERVICES LIMITED)
acting by a)
director, in the presence of:-)

Signature of witness:

Director

Name of witness:

KEVIN DOUGLAS MCGRAW

Address:

Occupation:

The Lender

SIGNED for and on behalf of
BARCLAYS BANK PLC