



Registration of a Charge

Company Name: **LANDMARK MORTGAGES LIMITED**

Company Number: **03273685**



Received for filing in Electronic Format on the: **20/02/2023**

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Details of Charge

Date of creation: **07/02/2023**

Charge code: **0327 3685 0024**

Persons entitled: **LANDMARK HOLDCO LIMITED**

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: **MILBANK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3273685

Charge code: 0327 3685 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2023 and created by LANDMARK MORTGAGES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2023 .

Given at Companies House, Cardiff on 22nd February 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

FLOATING CHARGE

dated 07 February 2023

between

**Landmark Mortgages Limited
as Chargor**

and

**Landmark Holdco Limited
as Chargee**

**MILBANK LLP
London**

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THIS DEED is dated 07 February 2023 and is made

BETWEEN:

- (1) **LANDMARK MORTGAGES LIMITED**, a private company with limited liability registered in the United Kingdom with company number 03273685 and having its registered office at Admiral House, Harlington Way, Fleet, Hampshire, GU51 4YA (the “**Chargor**”); and
- (2) **LANDMARK HOLDCO LIMITED**, a private company with limited liability registered in the United Kingdom with company number 09863941 and having its registered office at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the “**Chargee**”).

BACKGROUND:

- (A) This Deed is entered into in connection with the Facilities Agreement (as defined below).
- (B) The Security constituted by this Deed and the exercise of any right or remedy by the Chargee hereunder are subject to the terms of the Facilities Agreement.
- (C) It is intended that this document shall take effect as a deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

“**Facilities Agreement**” means the £1,000,000 facilities agreement dated on or about the date hereof between the Chargor as borrower and the Chargee as lender;

“**Party**” means a party to this Deed;

“**Receiver**” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets, as the context may require;

“**Ring-fence Account**” means the bank account with account number [REDACTED] and sort code [REDACTED] maintained by the Chargor with HSBC Bank plc;

“**Secured Obligations**” means all present and future liabilities and obligations at any time of the Chargor to the Chargee under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;

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- (c) any claim for damages or restitution; and
 - (d) any claim as a result of any recovery by the Chargor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings;

“Security Asset” means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed; and

“Security Period” means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been paid and discharged in full.

1.2 Construction

- (a) Capitalised terms defined in the Facilities Agreement have the same meaning in this Deed unless expressly defined in this Deed. In the event of conflict or inconsistency, the terms used in the Facilities Agreement shall prevail over those used in this Deed.
- (b) The provisions of clauses 1.2 and 1.4 of the Facilities Agreement apply to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a **“Clause”** is to a clause of this Deed; and
 - (ii) the term **“this Security”** means any Security created or expressed to be created by this Deed.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force throughout the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.3 Third Party Rights

- (a) Subject to paragraph (c) below, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **“Third Parties Act”**) to enforce or enjoy the benefit of any term of this Deed.
- (b) The consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) 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 Third Parties Act.

2. COVENANT TO PAY

Subject to any limits on its liability or limitation on recourse specified in the Finance Documents, the Chargor covenants that it will pay or discharge the Secured Obligations when they become payable under the Finance Documents.

3. CREATION OF SECURITY

3.1 General

All the Security created under this Deed:

- (a) is created in favour of the Chargee;
- (b) is security for the payment and discharge of all the Secured Obligations; and
- (c) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but subject to any Security or other third-party interest which is not prohibited by the Finance Documents.

3.2 Floating charges

- (a) Subject to Clause 3.3, the Chargor charges by way of a first floating charge all of its title and interest from time to time in all of its assets, present and future.
- (b) Except as provided below, the Chargee may, by notice to the Chargor, convert a floating charge created by this Clause 3.2 into a fixed charge as regards the assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) it is necessary to prevent those assets being seized or sold under any form of distress, attachment, execution or other legal process; or
 - (iii) it is necessary to protect the priority of the security created by that floating charge other than as against interests in those assets which are not prohibited by the Facilities Agreement.
- (c) Subject to paragraph (d) below, no floating charge created by this Clause 3.2 may be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by the Chargor pursuant to this Clause 3.2 will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all the Security Assets of that Chargor if an administrator is appointed or the Chargee receives notice of an intention to appoint an administrator.

3.3 Excluded assets

This Security, all other provisions of this Deed and the operation of any further assurance provisions of the Finance Documents will exclude the following:

- (a) any asset which cannot, by the terms of the asset itself, be made the subject of the floating charge created by the Chargor pursuant to Clause 3.2 without the consent of a third party or satisfaction of another condition;
- (b) any asset over which the Chargor is contractually prohibited from creating Security, to the extent of that prohibition;
- (c) any asset not beneficially owned by the Chargor and held on trust for a third party (including, for the avoidance of doubt, any such asset comprising mortgage loans, security interests, collection accounts and collections held by the Chargor as legal title holder or servicer on trust for third party beneficiaries); and
- (d) the Ring-fence Account and any other accounts from time to time required to be maintained for the purpose of holding segregated customer monies and other funds required to be ring-fenced or otherwise reserved, in each case pursuant to applicable law or regulation (whether or not having the force of law) or direction of a regulatory authority or where the Chargor has represented to or agreed with a regulatory authority that such amounts will be ring-fenced or otherwise reserved, provided that the Chargor has notified the Chargee of the status of such accounts,

for as long as and to the extent that those circumstances continue in relation to the relevant asset.

4. DEALINGS WITH SECURITY ASSETS

4.1 Negative pledge

The Chargor shall not, without the Chargee's prior written consent, create or permit to subsist any Security on any Security Asset, other than the Security created by this Deed.

4.2 Chargor dealings

Notwithstanding anything to the contrary in this Deed, until the occurrence of an Event of Default which is continuing, the Chargor may deal with its Security Assets, any related contract counterparties and account banks, including by making disposals of those Security Assets and agreeing any amendment to any rights or obligations in respect of those Security Assets, other than to the extent restricted by the Finance Documents.

5. WHEN SECURITY IS ENFORCEABLE

5.1 Event of Default

This Security is immediately enforceable if an Event of Default is continuing.

5.2 Discretion

Whilst this Security is enforceable, the Chargee may:

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- (a) enforce all or any part of this Security in any manner it thinks fit and take possession of and hold or dispose of all or any part of the Security Assets; and
 - (b) exercise the powers conferred on it and on any Receiver by this Deed or by law, whether or not it has appointed a Receiver.

5.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as amended by this Deed, will be immediately exercisable at any time when this Security is enforceable.

6. ENFORCEMENT OF SECURITY

6.1 General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 (restricting the power of sale) and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee may think fit and without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925.

6.2 No liability as mortgagee in possession

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

6.3 Privileges

The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 on mortgagees and receivers duly appointed under that Act, except that section 103 of the Law of Property Act 1925 does not apply.

6.4 Protection of third parties

No person (including a purchaser) dealing with the Chargee or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Chargee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or

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- (d) how any money paid to the Chargee or to that Receiver is to be applied.

6.5 Redemption of prior security

- (a) At any time when this Security is enforceable, the Chargee may:
- (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor shall pay to the Chargee, promptly following demand, the costs and expenses reasonably incurred by the Chargor in connection with any such redemption and/or transfer, including the payment of any principal or interest.

6.6 Contingencies

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

6.7 Financial collateral

- (a) To the extent that the Security Assets constitute “financial collateral” and this Deed and the obligations of the Chargor under this Deed constitute a “security financial collateral arrangement” (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Chargee will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated, the Parties agree that its value shall be determined as follows and in any event in a commercially reasonable manner:
- (i) in the case of financial instruments which are publicly traded on a recognised exchange, the market price of those financial instruments shall be determined by the Chargee, or a party nominated by the Chargee, by reference to the price quoted on the relevant public index at the time of appropriation;
 - (ii) in the case of cash denominated in the currency of denomination of the Secured Obligations, the amount thereof;
 - (iii) in the case of any other cash, the amount of the currency of denomination of the Secured Obligations that the Chargee could purchase with the amount appropriated in the London foreign exchange market at its spot rate of exchange (or, if the Chargee does not have an available spot rate of exchange) at any other publicly available spot rate of exchange selected by the Chargee

(acting reasonably), in each case at or about 11:00 a.m. on the date of appropriation; or

- (iv) in any other case, such amount as the Chargee reasonably determines having taken into account advice obtained by it from an independent investment bank or accountancy firm of national standing selected by it.

7. SET-OFF

The Chargee may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Chargee) against any matured obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

8. ADMINISTRATORS AND RECEIVERS

8.1 Appointment of Administrator or Receiver

- (a) At any time when this Security is enforceable or the Chargor so requests to the Chargee (in relation to itself and/or its assets), the Chargee may:
 - (i) except as provided below, appoint any one or more persons to be a Receiver of all or any part of the Security Assets; and/or
 - (ii) appoint one or more persons to be an administrator of the Chargor.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Section 109(1) of the Law of Property Act 1925 does not apply to this Deed.
- (d) The Chargee 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 a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Chargee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) if the Chargee is prohibited from so doing by section 72A of the Insolvency Act 1986.
- (f) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charges created by this Deed.

8.2 Removal

The Chargee may by writing under its hand (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 Chargee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Law of Property Act 1925 will not apply.

8.4 Agent of Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) The Chargee will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Relationship with Chargee

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, when this Security is enforceable, be exercised by the Chargee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver shall have all the rights, powers and discretions conferred:
 - (i) on an administrative receiver under the Insolvency Act 1986, whether or not the Receiver is an administrative receiver; and
 - (ii) on a receiver (or a receiver and manager) under the Law of Property Act 1925 and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- (c) A Receiver's powers as conferred by this Deed shall continue notwithstanding any liquidation or winding-up of the Chargor but may be limited by the relevant instrument of appointment.

9.2 Other powers

A Receiver may:

- (a) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset;
- (b) do all other acts and things which he/she may consider necessary or desirable for realising any Security 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 including bringing or defending proceedings in the name of the Chargor; and

- (c) use the name of the Chargor for any of the above purposes.

10. DELEGATION

10.1 Power of attorney

At any time while an Event of Default is continuing, the Chargee or any Receiver may delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

10.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Chargee or that Receiver (as the case may be) may, in its discretion but acting reasonably, think fit in the interests of the Chargee.

10.3 Liability

Neither the Chargee nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

11. POWER OF ATTORNEY

- (a) The Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any person nominated for the purpose by the Chargee or any Receiver to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which the Chargor is obliged to do by the terms of any Finance Document and which it has not done or which may be required to enable the Chargee or any Receiver to exercise the respective powers conferred on them under this Deed or by law.
- (b) The power conferred by this clause 11 is exercisable only when an Event of Default is continuing.
- (c) The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 11.

12. FURTHER ASSURANCE

- (a) The Chargor shall promptly, at its own expense, take whatever action the Chargee or a Receiver may reasonably require for:
- (i) creating, perfecting or protecting any security over any Security Asset; or

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- (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
 - (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Chargee or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Chargee may consider necessary or desirable.

13. PROTECTION OF SECURITY

13.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

13.2 Tacking

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

13.3 New accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Chargee may open a new account in the name of the Chargor.
- (b) If the Chargee 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.
- (c) As from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

13.4 No merger

This Security is to be in addition to and shall neither be merged with nor in any way prejudice any other Security or right held by the Chargee whether at the time of entering this Deed or thereafter.

13.5 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;

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- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
 - (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
 - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (g) any insolvency or similar proceedings.

13.6 Chargor intent

Without prejudice to the generality of Clause 13.4 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Secured Obligations shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and the payment of all fees, costs and expenses associated with any of the foregoing.

14. RELEASE

At the end of the Security Period, the Chargee will, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security and will return all documents relating to the Security Assets to the Chargor.

15. MISCELLANEOUS

15.1 Assignment by Chargor

None of the rights and obligations of the Chargor under this Deed shall be capable of being assigned or transferred.

15.2 Assignment by Chargee

At any time, with the consent of the Chargee, the Chargor may assign or otherwise transfer its rights and obligations under this Deed and in and to the Security Assets, provided that the consent of the Chargee shall not be required for any of any assignment or transfer to a Permitted Transferee or to a security trustee or agent acting on behalf of the Lender or Lenders under the Facility Agreement.

15.3 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.

15.4 Invalidity of any provision

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

16. GOVERNING LAW

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

17. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a “**Dispute**”).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, no party will argue to the contrary.

This Deed has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Chargor and is delivered by it as a deed on the date specified above.

Signatories to the Floating Charge

The Chargor

Executed as a deed by
LANDMARK MORTGAGES LIMITED

LEE KELLY
(PRINT NAME)



Director

in the presence of:

Name: NICOLA DANE
(BLOCK CAPITALS)



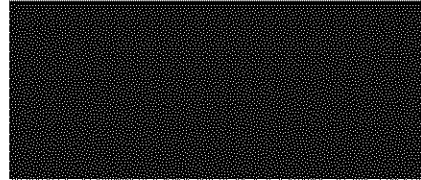
(SIGNATURE OF WITNESS)

Address: 90 ADMIRAL HOUSE
HARLINGTON WAY
FLEET, GU14 4YA

The Chargee

By
LANDMARK HOLDCO LIMITED

Helena Whitaker _____
(PRINT NAME)



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Authorised signatory