

To: TSB Bank Limited (TSB)

And to:

(solicitor)

Documents

Documents to be entered into

Facility agreement(s)

Mortgage document(s)

Security document(s)

Guarantee

Other

ANY OTHER DOCUMENT CONTEMPLATED, OR CONSIDERED NECESSARY OR EXPEDIENT IN CONNECTION WITH OR INCIDENTAL TO, THE DOCUMENTS.

We _____ and _____
and _____ and _____
and _____ ,

each a trustee of _____ (trust), certifies as follows:

1. Trust valid

- 1.1 Each of the trustees listed above is a current and validly appointed trustee of the **trust** and there are no other trustees of the **trust**. None of the trustees of the **trust** has resigned, nor has any action been taken to remove any trustee or appoint any new trustee of the **trust**.
- 1.2 The **trust** is properly constituted and validly exists under a current **trust** document, and any assets subject to any security interest granted in favour of TSB are legally owned by the trustees of the trust (in that capacity).

2. Resolutions

- 2.1 The trustees of the **trust** have passed all necessary resolutions to:
 - a. Approve the transactions (**transactions**) contemplated by the **documents**, and the **documents** themselves; and
 - b. Authorise the signing of the **documents** by or on behalf of the trustees and the **trust** in the manner in which they have actually been signed.
- 2.2 The resolutions were duly passed in writing signed by all of the trustees of the **trust**.
- 2.3 The resolutions remain in full force and effect and have not been superseded or revoked.
- 2.4 Having considered all relevant factors the trustees of the **trust** are of the opinion that entry into the **documents** and performance of the **trust's** obligations under the **documents** is in the best interests of, for the benefit of and for the proper purposes of the **trust**.

3. Due execution

- 3.1 Each of the **documents** has been properly executed and (if a deed) delivered by the trustees of the **trust**.

4. Power to enter into documents and transactions

- 4.1 The trustees of the **trust** have the power to enter into and perform their obligations under the **documents** and the **transactions** under the terms of trust of the **trust** and at law.

5. No breach of trust

- 5.1 After making due enquiry and to the best of the knowledge and belief of the trustees of the **trust**, the trustees are not aware of any breach by any trustee under the terms of trust of the **trust** which is continuing, or any circumstances which make such a breach of trust imminent, and each of the trustees of the **trust** has the right to be fully indemnified out of the assets of the **trust**.

6. Solvency

6.1 After making due enquiry, the trustees of the **trust** are not aware of any winding-up or dissolution proceedings that have been commenced, or are intended or anticipated by any person, against the **trust**.

6.2 After making due enquiry, the trustees of the **trust** are of the view that the **trust**:

- a. Is able to pay its due debts and will not become unable to pay its due debts as a result of the **documents** and the **transactions**;
- b. Is not engaged or about to engage in business for which its financial resources are unreasonably small;
- c. Will be able to perform its obligations under the **documents** and the **transactions** when required to do so; and
- d. Has, by entering into the **documents** and the **transactions**, no intention to prejudice a creditor (within the meaning of subpart 6 of part 6 of the Property Law Act 2007) of the **trust**.

7. Consents

7.1 All consents, approvals or authorisations required by the trustees of the **trust** for entry into, execution or performance of, or for any other purpose in connection with, the **documents** and the **transactions**, have been obtained on an unconditional and unqualified basis and remain in full force and effect.

Signed by all of the trustees of the trust

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date