

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

SOLICITOR TO ENSURE THAT ALL THE DOCUMENTS TO WHICH THE TRUST IS A PARTY ARE LISTED.
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 ("the Trustees") of

_____ ("the 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 ("the Transactions") contemplated by the documents listed above ("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- 2.3 The resolutions remain in full force and effect and have not been superseded or revoked.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 the Trust and at law.
- 4.2 The trust deed of the Trust authorises each Trustee of the Trust to act individually in connection with all subsequent transactions with TSB in connection with the Documents.
OR
- 4.3 The Trustees of the Trust have unanimously delegated all functions delegable under the Trusts Act 2019 to any other Trustee of the Trust in connection with all subsequent transactions with TSB in connection with the Documents.

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 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