

Delay in exercising or the non-exercise of any of the Scheme's rights under this letter is not a waiver of that right.

12.5 *Restrictions on the Borrower*

The Borrower may not assign or transfer any of its rights and/or obligations under this letter.

12.6 *Successors etc*

This letter shall be binding on and inure to the benefit of the Scheme and the Trustees of the Scheme from time to time and the Borrower and their respective successors and permitted assigns and references in this letter to any of them shall be construed accordingly.

12.7 *Governing law*

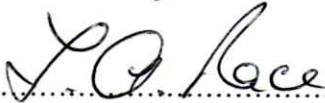
This letter shall be governed by English law.

12.8 *Third Parties*

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

If you are in agreement with the above terms and conditions, please sign and return the enclosed copy of this letter.

Yours faithfully,



.....  
Thomas Alan Race

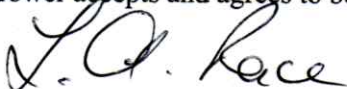
**Evergreen Pension Scheme**



.....  
James Benjamin Race

**Evergreen Pension Scheme**

We refer to your letter dated 26<sup>th</sup> March 2020 (of which the above is a copy) and confirm that the Borrower accepts and agrees to be bound by the terms and conditions thereof.




.....  
Director

For and on behalf of **Green Gale Limited**

Dated:

- 5.1.1 it is in the best interests of the Company's business, and to the commercial benefit and advantage of the Company, to enter into the Documents and that entering into the transactions contemplated thereunder will promote the success of the Company for the benefit of the shareholders as a whole; and
- 5.1.2 the Documents, with any amendments as the person signing them may approve (such signature to constitute approval of any such amendments) and any documents ancillary or related to any of them to which the Company is to be a party should be executed on behalf of the Company by any authorised director or, in the case of any deed, by any authorised director in the presence of a witness pursuant to s.44(2)(b) Companies Act 2006 (each such person being an "**Authorised Signatory**").

Signed

A handwritten signature in blue ink, appearing to read 'J. B. Race', with a stylized flourish at the end.

**James Benjamin Race**  
**Director**

A handwritten signature in blue ink, appearing to read 'T. A. Race', with a stylized flourish at the end.

**Thomas Alan Race**  
**Director**

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Signed



**James Benjamin Race**  
Director



**Thomas Alan Race**  
Director

- 1.7 Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.
- 1.8 Delivery of a copy of this resolution contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 1.9 There being no other business, the meeting was concluded.

Signed



Thomas Alan Race  
TRUSTEE



James Benjamin Race  
TRUSTEE