

# MR01

## Particulars of a charge

laserform

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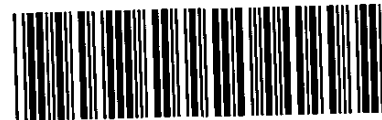


Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT for**  
You may not use this form to  
register a charge when the charge is  
instrument. Use form MR02.



LD4 \*L7KA0UJ5\* #99  
07/12/2018  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original.

### 1 Company details

Company number 00038921  
Company name in full Guardian Assurance Limited

For official use  
21  
Filling in this form  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 03/01/2018

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Wilmington Trust (London) Limited (and its  
successors in title and permitted transferees)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

# MR01

## Particulars of a charge

### 4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

The Intellectual Property specified in the instrument including the trade mark with registered number 012656401. For more details please refer to the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

### 5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

### 6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

### 7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

### 8 Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☒

① This statement may be filed after the registration of the charge (use form MR06).

### 9 Signature

Please sign the form here.

Signature

Signature

X Linklaters LLP X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge

### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Liz Debski

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode 

E	C	2	Y		8	H	Q
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Country United Kingdom

DX 10 CDE

Telephone 020 7456 2000

### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [x] You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] Please do not send the original instrument; it must be a certified copy.

### Important information

Please note that all information on this form will appear on the public record.

### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 38921

Charge code: 0003 8921 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2018 and created by GUARDIAN ASSURANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th December 2018.

Given at Companies House, Cardiff on 14th December 2018



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

FIXED CHARGE SECURITY AGREEMENT

dated 30 November 2018

created by

GUARDIAN ASSURANCE LIMITED  
as the Chargor

in favour of

WILMINGTON TRUST (LONDON) LIMITED  
acting as Security Agent

*Certified that, save for  
material redacted pursuant  
to 859 G of the Companies  
Act 2006, this copy instrument  
is a correct copy of the  
original instrument.*

*Linklaters LLP*

Ref: L-254822

Linklaters LLP

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THIS DEED is dated 30 November 2018 and made between:

- (1) GUARDIAN ASSURANCE LIMITED, registration number 00038921, as chargor (the "**Chargor**"); and
- (2) WILMINGTON TRUST (LONDON) LIMITED as security trustee for itself and for the other Secured Parties (the "**Security Agent**").

**Background**

- (A) The board of directors of the Chargor is satisfied that entering into this Deed would be in the best interests of the Chargor and most likely to promote the success of the Chargor for the benefit of its members as a whole and to the further benefit and advantage of the Chargor.
- (B) The Security Agent and the Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (C) The Security Agent holds the benefit of this Deed for the Secured Parties on the terms of the Intercreditor Agreement.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**"Acceleration Event"** has the meaning given to it in the Intercreditor Agreement.

**"Administrator"** means an administrator appointed under Schedule B1 to the Insolvency Act.

**"Acquisition Agreement"** has the meaning given to it in the Senior Facility Agreement.

**"Debt Documents"** has the meaning given to it in the Intercreditor Agreement.

**"Delegate"** means a delegate or sub-delegate appointed by the Security Agent or a Receiver in accordance with this Deed.

**"Event of Default"** has the meaning given to it in the Intercreditor Agreement.

**"Guardian IP Rights"** means the rights to the Trade Marks and Domain Names (as defined in the Acquisition Agreement) which are set out in Schedule 2 (*Intellectual Property*) and any associated goodwill and all Related Rights.

**"Insolvency Act"** means the Insolvency Act 1986.

**"Intellectual Property Offices"** means the competent authorities for the registration, filing, granting and maintenance of the Guardian IP Rights in all the jurisdictions where the relevant Guardian IP Right is registered or where an application for the registration of the Guardian IP Rights has been or will be made including any relevant registries of any supra-national Guardian IP Rights.

**"Intercreditor Agreement"** means the intercreditor agreement dated 30 December 2016 and made between, among others, the Chargor, the Senior Agent, the Senior Lenders, the Security Agent, the Mezzanine Agent and the Mezzanine Lenders, as amended by the novation,

amendment and restatement agreement dated 5 January 2018, the amendment and restatement deed dated 31 August 2018 and as amended and/or restated from time to time.

**"Obligors"** has the meaning given to it in the Senior Facility Agreement.

**"Law of Property Act"** means the Law of Property Act 1925.

**"Party"** means a party to this Deed.

**"Perfection Requirements"** means the making of the appropriate registrations of this Deed with relevant Intellectual Property Offices.

**"Quasi-Security"** has the meaning given to it in the Senior Facility Agreement

**"Receiver"** means an administrator, receiver and manager or other receiver appointed in respect of all or any part of the Security Assets and shall, if allowed by law, include an administrative receiver.

**"Related Rights"** means, in relation to a Security Asset:

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset;
- (b) any moneys or proceeds paid or payable deriving from that Security Asset;
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset;
- (d) any awards or judgments in favour of the Chargor in relation to that Security Asset; and
- (e) any other assets deriving from, or relating to, that Security Asset.

**"Secured Liabilities"** has the meaning given to the term "Secured Obligations" in the Intercreditor Agreement.

**"Secured Parties"** has the meaning given to it in the Intercreditor Agreement.

**"Security Assets"** means the assets which from time to time are, or are expressed to be, the subject of the Security Interests or any part of those assets.

**"Security Interests"** means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed.

**"Senior Facility Agreement"** has the meaning given to it in the Intercreditor Agreement.

**"Specified Domain Names"** means the domain names registered in the name of the Chargor, a current list of which is set out in Schedule 2 (*Intellectual Property*).

## 1.2 **Incorporation of defined terms**

Unless a contrary indication appears, terms defined in the Intercreditor Agreement have the same meaning in this Deed.

## 1.3 **Construction**

- (a) Any reference in this Deed to a **"Debt Document"** or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously)



or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Debt Document or other agreement or instrument.

- (b) The provisions in clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed, except that references to the Intercreditor Agreement shall be construed as references to this Deed.

#### **1.4 Third Party Rights**

- (a) Unless expressly provided to the contrary in a Debt Document, 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 to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

#### **1.5 Intercreditor Agreement**

This Deed is subject to and has the benefit of the Intercreditor Agreement. In the event of any inconsistency between this Deed and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

### **2. SECURITY INTERESTS**

#### **2.1 Creation of Security Interests**

The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent, by way of first fixed charge, the Guardian IP Rights.

#### **2.2 Consents**

If the consent of any party to a document is required to create fixed security over, or an assignment of, the rights of the Chargor under that document:

- (a) the Chargor shall promptly notify the Security Agent;
- (b) until the consent of the relevant party has been obtained, this Deed shall secure all amounts which the Chargor may receive, or has received, under that document but exclude any fixed security over, or any assignment of, those rights;
- (c) unless the Security Agent requires otherwise, the Chargor shall use reasonable endeavours to obtain the consent of the relevant party to the creation of fixed security over or, as the case may be, an assignment of, those rights under this Deed as soon as reasonably practicable; and
- (d) on the date on which the consent of the relevant party is obtained, the fixed security over or, in respect of an asset expressed to be subject to an assignment, the assignment of, those rights under this Deed shall attach to those rights.

### **3. RESTRICTIONS ON DEALING WITH SECURITY ASSETS**

#### **3.1 Negative pledge**

The Chargor shall not create or permit to subsist any Security or Quasi-Security over any Security Asset, except as permitted by the Senior Facility Agreement or the Intercreditor Agreement.

#### **4. FURTHER ASSURANCE**

- (a) The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
- (i) to perfect or protect the Security or the priority of the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Debt Documents or by law;
  - (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests in accordance with the terms of the Debt Documents.
- (b) The Chargor shall take all such action as is available to it (including making any filings, notifications, applications and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

#### **5. INTELLECTUAL PROPERTY**

##### **5.1 Notification**

Without prejudice to Clause 3.2 (*Disposals*), the Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, (by licence or otherwise) any material Guardian IP Rights, and any application by it or on its behalf to register any Guardian IP Rights at any Intellectual Property Office.

##### **5.2 Documents**

The Chargor shall promptly deliver to the Security Agent, and the Security Agent shall be entitled to hold during the continuance of the security created or expressed to be created by or pursuant to this Deed, such documents relating to the Chargor's present and future Guardian IP Rights as the Security Agent requires.

##### **5.3 Maintenance**

The Chargor shall:

- (a) preserve and maintain the subsistence and validity of the Guardian IP Rights;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Guardian IP Rights;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Guardian IP Rights in full force and effect and record its interest in the Guardian IP Rights;

- (d) not use or permit the Guardian IP Rights to be used in any way or take any step or omit to take any step in respect of the Guardian IP Rights which may materially and adversely affect the existence or value of the Guardian IP Rights or imperil the right of any member of the Group to use the Guardian IP Rights;
- (e) not discontinue the use of the Guardian IP Rights;
- (f) take all steps to record this Deed and restrictions on disposal under this Deed on such registers, in such jurisdictions and within such time limits as the Security Agent requires in order to perfect the Security Interests over its Guardian IP Rights; and
- (g) perform and comply with all laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any Guardian IP Rights.

#### **5.4 Grant**

The Chargor shall not grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Guardian IP Rights.

#### **5.5 Perfection Requirements**

Without prejudice to Clause 4 (*Further Assurance*), the Chargor shall, at its own expense, with respect to the Guardian IP Rights listed in Schedule 2 (*Intellectual Property*), as soon as reasonably practicable and in any event no later than the date falling three (3) months immediately after the date of this Deed:

- (a) submit to the relevant Intellectual Property Offices such documents necessary to record and perfect the Security Interests with respect to such registration or application;
- (b) ensure that all requirements, demands and queries made by any Intellectual Property Office in connection with such registration or application are dealt with promptly in order to comply with any perfection formality in relation to all relevant Guardian IP Rights; and
- (c) forward copies of all such documents to the Security Agent promptly after submission thereof as well as any material documents received from such Intellectual Property Office that provides evidence of the application to register and the registration of such assignment and security.

### **6. GENERAL UNDERTAKINGS**

#### **6.1 Perfection Requirements**

The Chargor shall promptly comply with the Perfection Requirements.

#### **6.2 Information**

The Chargor shall supply to the Security Agent promptly such information regarding its Security Assets and its compliance with this Deed as the Security Agent may reasonably request.

#### **6.3 No other prejudicial conduct**

The Chargor shall not do, or permit to be done, anything which could prejudice the Security Interests, except as permitted by the Senior Facilities Agreement or the Intercreditor Agreement.

## **7. ENFORCEMENT OF SECURITY INTERESTS**

### **7.1 When enforceable**

The Security Interests shall be immediately enforceable on and at any time after the occurrence of an Acceleration Event.

### **7.2 Enforcement action**

At any time after the Security Interests have become enforceable in accordance with Clause 7.1 (*When enforceable*), the Security Agent may in its absolute discretion:

- (a) enforce all or any part of the Security Interests in any manner it sees fit or as directed pursuant to the terms of the Debt Documents; and
- (b) require the Chargor to file with all relevant domain name registrars all forms necessary for the transfer of each of the Specified Domain Names from the Chargor to the Security Agent or to a person nominated by the Security Agent and to execute such other documents, forms and authorisations, and take such other actions, as are necessary to perfect the transfer of the Specified Domain Names by registering them in the name of the Security Agent or its nominee.

### **7.3 Law of Property Act powers**

At any time after the Security Interests have become enforceable in accordance with Clause 7.1 (*When enforceable*), the powers, authorities and discretions conferred by the Law of Property Act on mortgagees, including the power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act, as varied and extended by this Deed, shall be immediately exercisable.

## **8. LAW OF PROPERTY ACT**

### **8.1 Section 101**

The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the Law of Property Act on mortgagees, as varied and extended by this Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose but for that purpose only) on the date of this Deed and shall be exercisable in accordance with Clause 7.2(b) (*Law of Property Act powers*).

### **8.2 Section 103**

Section 103 (*Regulation of exercise of power of sale*) of the Law of Property Act shall not apply to this Deed.

### **8.3 Section 93**

Section 93 (*Restriction on consolidation of mortgages*) of the Law of Property Act shall not apply to this Deed.

## **9. APPOINTMENT OF RECEIVERS**

### **9.1 Appointment of Receivers**

If:

- (a) requested by the Chargor; or

- (b) the Security Interests have become enforceable in accordance with Clause 7.1 (*When enforceable*),

without any notice or further notice, the Security Agent may, by deed or otherwise in writing signed by the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver of all or any part of the Security Assets. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

**9.2 Agent of Chargor**

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

**9.3 Remuneration of Receivers**

The Security Agent may determine the remuneration of any Receiver and the maximum rate specified in section 109(6) (*Appointment, powers, remuneration and duties of receiver*) of the Law of Property Act shall not apply. The Security Agent may direct payment of that remuneration out of moneys it receives as Receiver. The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

**10. RIGHTS AND LIABILITIES OF SECURITY AGENT AND RECEIVERS**

**10.1 Rights of Receivers**

Any Receiver appointed pursuant to Clause 9 (*Appointment of Receivers*) shall have:

- (a) the rights set out in Schedule 1 (*Rights of Receivers*); and
- (b) the rights, powers, privileges and immunities conferred by law, including:
  - (i) in the case of an administrative receiver, the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative receivers duly appointed under the Insolvency Act; and
  - (ii) in all other cases, the rights, powers, privileges and immunities conferred by the Law of Property Act and the Insolvency Act on receivers or receivers and managers.

**10.2 Rights of Security Agent**

At any time after the Security Interests have become enforceable in accordance with Clause 8.1 (*When enforceable*), to the fullest extent permitted by law, any rights conferred by any Debt Document or by law upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have appointed a Receiver of all or any part of the Security Assets.

**10.3 Delegation**

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

#### 10.4 Financial collateral arrangement

- (a) To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**")) the Security Agent shall have the right at any time after the Security Interests have become enforceable in accordance with Clause 8.1 (*When enforceable*), to appropriate any Security Asset which constitutes "financial collateral" (as defined in the Financial Collateral Regulations ("**Financial Collateral**")) in such manner as it sees fit in or towards satisfaction of the Secured Liabilities in accordance with the Financial Collateral Regulations.
- (b) If the Security Agent is required to value any Financial Collateral for the purpose of paragraph (a) above, the value shall be:
- (i) in the case of cash, its face value at the time of appropriation; and
  - (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised source or such other process as the Security Agent may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Security Agent,

as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent. The Parties agree that the methods of valuation set out in this paragraph (b) are commercially reasonable for the purpose of the Financial Collateral Regulations.

#### 10.5 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Security Assets, it may at any time relinquish possession.

#### 10.6 Security Agent's liability

Neither the Security Agent, any Receiver nor any Delegate shall, either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise, be liable for:

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Security Assets; or
- (b) any act or omission of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Security Assets or in connection with the Debt Documents, unless directly caused by its gross negligence or wilful misconduct.

#### 11. ORDER OF APPLICATION

Subject to clause 15.2 (*Prospective Liabilities*) of the Intercreditor Agreement all amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security Interests shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law in accordance with clause 15.1 (*Order of Application*) of the Intercreditor Agreement.

## **12. POWER OF ATTORNEY**

### **12.1 Appointment**

The Chargor by way of security irrevocably appoints the Security Agent, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Chargor is obliged to do under any Debt Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))); and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under any Debt Document or under any law, provided that if the Security Agent takes any action described in paragraphs (a) or (b) above prior to the occurrence of an Event of Default which is continuing, the Security Agent must give prior notice to the Chargor in respect of such action.

### **12.2 Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 12.1 (*Appointment*).

## **13. PROTECTION OF THIRD PARTIES**

No purchaser or other person dealing with the Security Agent, any Receiver or its agents shall be concerned to enquire:

- (a) whether the powers conferred on the Security Agent, any Receiver or its agents have arisen;
- (b) whether the powers conferred on the Security Agent, any Receiver or its agents have become exercisable;
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with;
- (d) whether the Security Agent, any Receiver or its agents is acting within such powers;
- (e) whether any money remains due under the Debt Documents and the receipt in writing of the Security Agent, any Receiver or its agents shall be sufficient discharge to that purchaser or other person;
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers; or
- (g) as to the application of any money paid to the Security Agent, any Receiver or its agents.

## **14. SAVING PROVISIONS**

### **14.1 Continuing Security**

Subject to Clause 15 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

### **14.2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of the Chargor and each Obligor and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### **14.3 Waiver of defences**

Neither the obligations of the Chargor under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Debt Document or any of the Security Interests (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, the Chargor, any Obligor or other person;
- (b) the release of the Chargor, any Obligor or any other person under the terms of any composition or arrangement with any creditor of the Chargor or any member of the Group;
- (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, the Chargor, any Obligor 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Debt Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security; or
- (g) any insolvency or similar proceedings.

### **14.4 Chargor intent**

Without prejudice to the generality of Clause 14.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however



fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt 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 any fees, costs and/or expenses associated with any of the foregoing.

**14.5 Immediate recourse**

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or 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 a Debt Document to the contrary.

**14.6 Appropriations**

Until all amounts which may be or become payable by the Obligors or the Chargor under or in connection with the Debt Documents have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

**14.7 Deferral of Chargor's rights**

Until all amounts which may be or become payable by the Obligors or the Chargor under or in connection with the Debt Documents have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under the Debt Documents :

- (a) to be indemnified by any person;
- (b) to claim any contribution from any other provider of Security for or guarantor of any Obligor's obligations under the Debt Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;

- (d) to bring legal or other proceedings for an order requiring any Obligor for any other provider of Security or guarantor of any Chargor's or Obligor's obligations under the Debt Documents to make any payment, or perform any obligation, in respect of which the Obligor had given a guarantee, undertaking or indemnity;
- (e) to exercise any right of set-off against any Obligor or any other provider of Security for or guarantor of any Chargor's or Obligor's obligations under the Debt Documents; and/or
- (f) to claim or prove as a creditor of any Obligor or any other provider of Security for or guarantor of the Chargor's or Obligor's obligations under the Debt Documents.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors or the Chargor under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 11 (*Order of application*).

#### **14.8 Additional security**

The Security Interests are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

#### **14.9 Tacking**

Each Secured Party shall comply with its obligations under the Debt Documents (including any obligation to make further advances).

#### **14.10 Other Security**

The Security constituted by this Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Liabilities, and this Security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

### **15. DISCHARGE OF SECURITY**

#### **15.1 Final redemption**

Subject to Clause 15.2 (*Retention of security*), if the Security Agent is satisfied that all amounts which may be or become payable by the Obligors or the Chargor under or in connection with the Debt Documents have been irrevocably paid in full and that all facilities which might give rise to Secured Liabilities have terminated and the Security Agent and no other Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, the Chargor under the Debt Documents, the Security Agent shall at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Security Assets from the Security Interests, without recourse to, or any representation or warranty by, the Security Agent, any of its nominees or any other Secured Party.

#### **15.2 Retention of security**

If the Security Agent considers that any amount paid or credited to any Secured Party under any Debt Document is capable of being avoided or otherwise set aside, that amount shall not be

considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

**16. COSTS AND EXPENSES**

**16.1 Expenses**

The provisions of clause 18 (*Costs and Expenses*) of the Intercreditor Agreement shall apply to this deed.

**17. INDEMNITY**

The provisions of clause 19.1 (*Indemnity to the Security Agent*) of the Intercreditor Agreement shall apply to this Deed.

**18. PAYMENTS**

**18.1 Undertaking to pay**

The Chargor shall pay each of the Secured Liabilities when due in accordance with its terms.

**18.2 Demands**

Any demand for payment made by any Secured Party shall be valid and effective to the extent such Secured Party is entitled to make a demand for payment under the Debt Documents, even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

**18.3 Payments**

All payments by the Chargor under this Deed shall be made to such account, with such financial institution and in such other manner as the Security Agent may direct.

**18.4 Continuation of accounts**

- (a) At any time after a Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets of the Chargor, that Secured Party may open a new account in the name of the Chargor (whether or not it permits any existing account to continue).
- (b) If that Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of the Chargor to that Secured Party shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities as at the time the relevant notice was received or deemed to have been received.

**18.5 Contingencies**

If all or any part of the Security Interests are enforced at a time when no amount is due under the Debt Documents but any such amount may or will become due, the Security Agent or the Receiver may pay the proceeds of any recoveries effected by it into a suspense account.

**19. REMEDIES, WAIVERS AND DETERMINATIONS**

**19.1 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, any right or remedy under any Debt Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Debt Documents. No waiver or election to affirm any of the Debt Documents on the part of any Secured Party, Receiver or Delegate shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Debt Documents are cumulative and not exclusive of any rights or remedies provided by law.

**19.2 Certificates and Determinations**

Any certification or determination by the Security Agent or any Receiver of a rate or amount under any Debt Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**20. SEPARATE AND INDEPENDENT OBLIGATIONS**

The Security created by the Chargor by or in connection with any Debt Document is separate from and independent of the Security created or intended to be created by any other Obligor or other provider of Security by or in connection with any Debt Document.

**21. 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.

**22. GOVERNING LAW**

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

**23. 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 and accordingly no Party will argue to the contrary.
- (c) This Clause 24 is for the benefit of the Security Agent only. As a result the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**This Deed has been delivered on the date stated at the beginning of this Deed.**

**SCHEDULE 1**  
**RIGHTS OF RECEIVERS**

Any Receiver appointed pursuant to Clause 9 (*Appointment of Receivers*) shall have the right, either in its own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

(a) **Enter into possession**

to take possession of, get in and collect all or any part of the Security Assets, and to require payment to it or to any Secured Party of any dividends

(b) **Deal with Security Assets**

to sell, transfer, assign, exchange, hire out, lend, licence or otherwise dispose of or realise all or any part of the Security Assets to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred);

(c) **Borrow money**

to borrow or raise money either unsecured or on the security of all or any part of the Security Assets (either in priority to the Security Interests or otherwise);

(d) **Rights of ownership**

to manage and use all or any part of the Security Assets and to exercise and do all such rights and things as the Receiver would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Security Assets;

(e) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets or any business of the Chargor;

(f) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets or any business of the Chargor;

(g) **Redemption of Security**

to redeem any Security (whether or not having priority to the Security Interests) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets;

(h) **Delegation**

to delegate in any manner to any person any rights exercisable by the Receiver under any Debt Document, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate;

(i) **Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed;

(j) **Receipts**

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Security Assets; and



(k) **Other powers**

to do anything else it may think fit for the realisation of all or any part of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Debt Document to which the Chargor is party, the Law of Property Act or the Insolvency Act.

**SCHEDULE 2**  
**INTELLECTUAL PROPERTY**

**Guardian IP Rights**

Mark	Application/ Registration No.	Filing/ Registration Date.	Class(es )	Jurisdiction	Status
	012656401	21 August 2014	35, 36	European Union	Registered
	011071305	30 August 2013	35, 36	European Union	Registered
GUARDIAN	3065539	20 February 2015	36	United Kingdom	Registered
	2169903	4 January 1999	35, 42	United Kingdom	Registered
	2169849	18 December 1998	35, 42	United Kingdom	Registered
	1564785	12 April 1996	36	United Kingdom	Registered
	1564707	11 April 1997	36	United Kingdom	Registered
GUARDIAN	1529788	11 August 1995	36	United Kingdom	Registered
	1564796	11 April 1997	36	United Kingdom	Registered
 	2629350	30 August 2013	35, 36	United Kingdom	Registered

Mark	Application/ Registration No.	Filing/ Registration Date.	Class(es) )	Jurisdiction	Status
 	2549321	15 October 2010	35, 36	United Kingdom	Registered
GUARDIAN	1417484	27 June 1997	36	United Kingdom	Registered

#### Specified Domain Names

Name	Registrant	Address
guardianfs.co.uk	Guardian Assurance Limited	Windsor House, Ironmasters Way, Town Centre, Telford, Shropshire, England TF3 4NB
GUARDIAN-DIRECT . CO .UK	Guardian Assurance Limited	Windsor House, Ironmasters Way, Town Centre, Telford, Shropshire, England TF3 4NB
gardianfinancialservices.biz	Guardian Assurance Limited	Windsor House, Ironmasters Way, Town Centre, Telford, Shropshire, England TF3 4NB
gardianfinancialservices.co.uk	Guardian Assurance Limited	Windsor House, Ironmasters Way, Town Centre, Telford, Shropshire, England TF3 4NB
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gardianfs.biz	Guardian Assurance Limited	Windsor House, Ironmasters Way, Town Centre, Telford, Shropshire, England TF3 4NB
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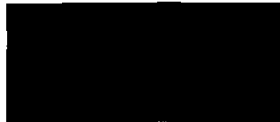
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GUARDIANFS. EU	Guardian Assurance Limited	Windsor House, Ironmasters Way, Town Centre, Telford, Shropshire, England TF3 4NB

**SIGNED** as a DEED by **GUARDIAN ASSURANCE LIMITED** acting by **SIMON DAVIS**, a Director in the presence of **Paula Flashman**

Signature of Director



Signature of witness



Name:

Address:

Occupation:



**SIGNED** by Keith Reader for and on behalf of  
**WILMINGTON TRUST (LONDON) LIMITED**

Signature of authorised signatory

.....

**SIGNED** as a **DEED** by **GUARDIAN ASSURANCE**  
**LIMITED** acting by \_\_\_\_\_, a Director in  
the presence of \_\_\_\_\_

Signature of Director

.....

Signature of witness

Name:

Address:

Occupation:

**SIGNED** by Keith Reader for and on behalf of  
**WILMINGTON TRUST (LONDON) LIMITED**

Signature of Signatory

.....

