



Registration of a Charge

Company name: **HARDY - U.K. LIMITED**

Company number: **02534664**



X58E1P1V

Received for Electronic Filing: **03/06/2016**

Details of Charge

Date of creation: **25/05/2016**

Charge code: **0253 4664 0007**

Persons entitled: **SVENSKA HANDELSBANKEN AB (PUBL)**

Brief description:

Contains fixed 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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FREETHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2534664

Charge code: 0253 4664 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th May 2016 and created by HARDY - U.K. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2016 .

Given at Companies House, Cardiff on 6th June 2016

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**

IMPORTANT NOTICE

This is a guarantee and indemnity. By entering into this document you assume liability (instead of or as well as the principal debtor) for the principal debtor's indebtedness, liability and obligations owed to Svenska Handelsbanken AB (publ). You are recommended to seek independent legal advice before entering into this document.

CROSSGTEE/LTD/0314

THIS GUARANTEE is made on 25 May 2016 BETWEEN:

- (1) The persons described in Schedule 1 hereto (the "**Guarantors**"); and
- (2) **Svenska Handelsbanken AB (publ)** (the "**Bank**").

IT IS AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Guarantee, unless the context otherwise requires:

"**Borrower**" means the person or persons described in Schedule 2 hereto;

"**Collateral Instruments**" means notes, bills of exchange, certificates of deposit and other negotiable and non negotiable instruments, guarantees, and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Borrower or any other person liable (and "**Collateral Instrument**" shall be construed accordingly);

"**Default**" means any Event of Default, or any event or circumstance which with the giving of notice or lapse of time or the satisfaction of any other condition (or any combination thereof) would constitute an Event of Default;

"**Event of Default**" means any event of default (howsoever described) which entitles the Bank to accelerate or demand payment of the Guaranteed Obligations;

"**Expenses**" means all costs, charges, losses, liabilities, expenses and other sums (including, but not limited to, legal, accountants' and other professional fees) and any Taxes thereon;

"**Financial Indebtedness**" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

"**GAAP**" means generally accepted accounting principles in the UK;

"**Guarantee**" includes each separate or independent stipulation or agreement by the Guarantors contained in this Guarantee;

"**Guaranteed Obligations**" means all monies, obligations and liabilities expressed to be guaranteed by the Guarantors in clause 2.1 (*Covenant to pay*);

"**Incapacity**" means in relation to a person the insolvency, liquidation, dissolution, winding up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever;

"**Limitation Acts**" means the Limitation Act 1980, the Foreign Limitation Periods Act 1984 and any other legislation which provides for the limitation or time barring of claims, in each case as the same may be amended, replaced or re-enacted from time to time;

"**Sterling**" or "**£**" means the lawful currency of the United Kingdom at the date of this Guarantee;

"**Tax**" or "**Taxes**" includes all present and future income and other taxes, levies, assessments, imposts, deductions, charges and withholdings (where-ever imposed) and any charges in the nature of taxation together with interest thereon and penalties and fines in relation thereto, if any, and any payments made on or in relation thereto and "**Taxation**" shall be construed accordingly.

1.2 Construction of certain terms

1.2.1 In this Guarantee, unless the contrary intention appears, a reference to:

- (i) an "**amendment**" includes amendment, implement, novation, re-enactment, replacement, reinstatement or variation and "**amend**" or "**amended**" will be construed accordingly;
- (ii) "**consent**" shall be construed as including, without limitation, any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;
- (iii) "**this Guarantee**" or any other agreement, deed, document or instrument is a reference to this Guarantee or other agreement, deed, document or instrument as it may have been amended, supplemented, replaced or novated from time to time and includes a reference to any agreement, deed, document or instrument which amends, supplements, replaces, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Guarantee or, as the case may be, the relevant agreement, deed, document or instrument;
- (iv) a "**guarantee**" includes references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Borrowings and "**guaranteed**" shall be construed accordingly;
- (v) the words "**includes**", "**including**" and "**in particular**" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words;
- (vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (vii) "**law**" includes common or customary law, principles of equity and any constitution, code of practice, decree, judgement, decision, legislation, order, ordinance, regulation, bye-law, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, guideline, request, rule or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, guideline, request, rule or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (viii) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state, or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) and (in the case of the Bank only) its permitted assignees and permitted transferees, whether immediate or derivative;
- (ix) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being a regulation, rule, directive, request or guideline with which a prudent person carrying on the same or similar business as the Borrower or the Guarantors would comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (x) **"rights"** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, present, future and contingent); and
- (xi) **"security"** or **"security interest(s)"** includes any mortgage, charge, pledge, lien, security assignment, hypothecation or, trust or other arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including, without limitation, the deposit of moneys, property or title documents with a person with the intention of affording such person a right of set-off or lien) and any other agreement or any other type of arrangement having a similar effect.

1.2.2 If two or more persons are included in the definition "Guarantor" then the use in this Guarantee of the word "Guarantor" shall be deemed to refer to such persons both together and separately and the Guarantor's (or Guarantors') obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them.

1.2.3 A reference in this Guarantee to the "Guarantors" includes a reference to any or all of them as the context requires.

1.2.4 If two or more persons are included in the definition "Borrower" then the use in this Guarantee of the word "Borrower" shall be deemed to refer to such persons both together and separately and the Borrower's obligations shall be their joint and several obligations.

2 GUARANTEE

2.1 Covenant to pay

The Guarantors hereby covenant to pay to the Bank on demand all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by the Borrower to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety, denominated in Sterling or in any currency, or incurred on any banking account or in any other manner whatsoever. Such liabilities shall, without limitation, include:

- 2.1.1 all liabilities under or in connection with any facility and associated documentation from time to time in place between the Borrower and the Bank;
- 2.1.2 all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and
- 2.1.3 interest (both before and after judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such monies, obligations or liabilities or generally in respect of the Borrower, the Guarantors or any Collateral Instrument.

2.2 Guarantors as principal debtors and indemnity

As a separate and independent stipulation, the Guarantors agree that if any purported obligation or liability of the Borrower which would have been the subject of this Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against the Borrower on any ground whatsoever whether or not known to the Bank (including, without limitation, any irregular exercise or

absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of the Borrower or any legal or other limitation, whether under the Limitation Acts or otherwise or any disability or Incapacity or any change in the constitution of the Borrower) the Guarantors shall nevertheless be liable to the Bank in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantors were the principal debtors in respect thereof. The Guarantors hereby agree to keep the Bank fully indemnified on demand against all Expenses arising from any failure of the Borrower to perform or discharge any such purported obligation or liability.

2.3 Statements of account conclusive

Any statement of account of the Borrower, signed as correct by an authorised signatory of the Bank, showing the amount of the Guaranteed Obligations shall, in the absence of manifest error, be binding and conclusive on and against the Guarantors.

2.4 No security taken by Guarantors

The Guarantors warrant that they have not taken or received, and undertake that until all the Guaranteed Obligations have been paid or discharged in full, they will not take or receive, the benefit of any security interest from the Borrower or any other person in respect of its obligations under this Guarantee.

2.5 Continuing security and other matters

This Guarantee shall:

- 2.5.1 secure the ultimate balance from time to time owing to the Bank by the Borrower and shall be a continuing security, notwithstanding any settlement of account or other matter whatsoever;
- 2.5.2 be in addition to any present or future security interests, Collateral Instruments, security interests, rights or remedies held by or available to the Bank in connection with any or all of the Guaranteed Obligations; and
- 2.5.3 not be in any way prejudiced or affected by the existence of any such Collateral Instruments, security interests, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank dealing with, exchanging, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other person liable. All such rights may be exercised from time to time as often as the Bank deems expedient.

2.6 Determination of a Guarantor's liability

A Guarantor may at any time give the Bank notice in writing to determine this Guarantee with effect from the date (the "**Termination Date**") specified in the notice, being a date falling not less than three calendar months after such notice shall actually have been received by the Bank. Notwithstanding the giving of any such notice, the liability of the Guarantor hereunder shall continue in full force and effect in relation to:

- 2.6.1 all Guaranteed Obligations which shall have become due at the Termination Date; and
- 2.6.2 all Guaranteed Obligations which may become due, owing or incurred by the Borrower to the Bank pursuant to any transaction, dealing, commitment or other engagement entered into or effected either (i) prior to the Termination Date or (ii) on or after the Termination Date pursuant to any commitment, express or implied, assumed or undertaken by the Bank to the Borrower prior to the Termination Date,

and each Guarantor confirms and agrees that the service by another Guarantor of a notice of termination hereunder shall not affect, reduce or discharge the liabilities of the other Guarantors under this Deed.

2.7 New accounts

If this Guarantee ceases to be continuing for any reason whatsoever the Bank may nevertheless continue any account of the Borrower or open one or more new accounts (whether or not it permits the existing account(s) to continue) and the liability of the Guarantors under this Guarantee shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of

any such account. If the Bank does not in fact open such a new account or accounts in these circumstances, they shall nevertheless be treated as if they had done so at the time the Guarantee ceased to be continuing, and from that time all payments made to the Bank by the Borrower shall be treated as having been credited to the new account or accounts and shall not reduce the amount of the Guarantors' liability under this Guarantee.

2.8 Liability unconditional

The liability of the Guarantors shall not be affected nor shall this Guarantee be discharged or reduced by reason of:

- 2.8.1 the Incapacity or any change in the name, style or constitution of the Borrower or any other person liable;
- 2.8.2 the Bank granting any time, indulgence or concession to, or compounding with, discharging, releasing, varying or waiving the liability of the Borrower or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person liable;
- 2.8.3 any variation or amendment of, or waiver or release granted under or in connection with any facility or other bank documentation, Collateral Instrument or security interest granted by the Borrower, any Guarantor or any other person liable;
- 2.8.4 the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Bank or any other person of any other Collateral Instrument or security interest or other document; or
- 2.8.5 any act or omission which would not have discharged or affected the liability of the Guarantor had it been a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might operate to exonerate a Guarantor.

2.9 Collateral Instruments

The Bank need not, before the enforcement of or exercise of any rights under this Guarantee:

- 2.9.1 make any claim or demand on the Borrower or resort to any Collateral Instrument or security interest or other means of payment now or hereafter held by or available to the Bank before enforcing this Guarantee and no action taken or omitted by the Bank in connection with any such Collateral Instrument, security interest or other means of payment shall discharge, reduce, prejudice or affect the liability of the Guarantors under this Guarantee nor shall the Bank be obliged to apply any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument, security interest or other means of payment in reduction of the Guaranteed Obligations;
- 2.9.2 take action or obtain judgment against the Borrower, any Guarantor or any other person liable in court; or
- 2.9.3 make or file any claim or proof in the liquidation, receivership, administration or other process affecting the Borrower or any Guarantor.

2.10 Waiver of Guarantor's rights

Until all the Guaranteed Obligations have been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement) the Guarantors agree that, without the prior written consent of the Bank, they will not:

- 2.10.1 exercise their rights of subrogation, reimbursement and indemnity against the Bank, the Borrower or any other person liable;
- 2.10.2 demand or accept repayment in whole or in part of any indebtedness now or hereafter due to the Guarantors from the Borrower or from any other person liable or demand or accept any Collateral Instrument or security interest in respect of the same or dispose of the same;

- 2.10.3 take any step to enforce any security interest or other right or remedy against the Borrower or any other person liable in respect of any Guaranteed Obligations; or
- 2.10.4 claim any set off or counterclaim against the Borrower or any other person liable or claim or prove in competition with the Bank in the liquidation, administration or other insolvency process of the Borrower or any other person liable or have the benefit of, or share in, any payment from or composition with the Borrower or any other person liable or any other Collateral Instrument or security interest now or hereafter held by the Bank for any Guaranteed Obligations or for the obligations or liabilities of any other person liable but so that, if so directed by the Bank, they will prove for the whole or any part of their claim in the liquidation, administration or other insolvency process of the Borrower on terms that the benefit of such proof and of all money received by them in respect thereof shall be held on trust for the Bank and applied in or towards discharge of the Guaranteed Obligations in such manner as the Bank shall deem appropriate.

2.11 Suspense accounts

The Bank may, for so long as any of the Guaranteed Obligations for which the Borrower, Guarantors or any other person may be liable have not been paid or discharged in full, at its sole discretion, place and retain on a suspense bank account, for so long as they consider fit, any monies received, recovered or realised by the Bank under this Guarantee or otherwise in respect of the Guaranteed Obligations to the extent of such Guaranteed Obligations without any obligation on the part of the Bank to apply them in or towards the discharge of such Guaranteed Obligations.

2.12 Settlements conditional

- 2.12.1 Any re-assignment, release, settlement or discharge (whether in respect of any of the Guaranteed Obligations or any security for those liabilities or otherwise) shall be conditional upon the Bank being satisfied that no payment to, or security provided to, the Bank in respect of the relevant Guaranteed Obligations is or may be liable to being avoided, invalidated or reduced or required to be restored or paid away by virtue of any requirement having the force of law.
- 2.12.2 Where any such re-assignment, release, settlement or discharge is made in whole or in part on the faith of any payment, guarantee, security or other disposition, transaction or arrangement which is or is required to be repaid, restored or otherwise avoided, invalidated or reduced by virtue of any requirement having the force of law, any such re-assignment, release, settlement or discharge of, or other arrangement in connection with, the Guaranteed Obligations shall *ipso facto* be treated as null and void and shall for all purposes be deemed not to have occurred, and the Bank shall be entitled to recover the value or amount of any such payment, guarantee, security or other disposition and the relevant Guaranteed Obligations shall continue as if the re-assignment, release, settlement or discharge had not occurred.

2.13 Guarantors to deliver up certain property

If, contrary to clauses 2.4 (*No security taken by Guarantors*) or 2.10 (*Waiver of Guarantor's rights*), any Guarantor takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be held on trust for the Bank and shall be delivered to the Bank on demand.

2.14 Retention of this Guarantee

The Bank shall be entitled to retain this Guarantee both before and after the payment or discharge of all the Guaranteed Obligations for such period as the Bank may determine.

3 PAYMENTS AND TAXES

3.1 No set-off or counterclaim

All payments to be made by the Guarantors under this Guarantee shall be made in full, without any set off or counterclaim whatsoever and, subject as provided in clause 3.2 (*Currency indemnity*), free and clear of any deductions or withholdings, in such currency as the Guaranteed Obligations were due to be paid (except for costs, charges and expenses which shall be payable in the currency in which they are incurred) on the due date to the account of the Bank at such bank as the Bank may from time to time specify for this purpose.

3.2 Currency indemnity

- 3.2.1 If any payment made under or in connection with this Guarantee is made in any currency other than Sterling, the Bank may convert the amount of that currency into Sterling at the prevailing spot rate of exchange then available to it, and the Guarantors shall indemnify the Bank against the full cost incurred by the Bank (including all costs, charges and expenses) of converting that payment into Sterling. The Guarantors acknowledge that if the effect of the currency conversion is to reduce it to an amount insufficient to discharge the Guaranteed Obligations, this shall not affect the liability of the Guarantors in respect of the Guaranteed Obligations.
- 3.2.2 The Bank shall not be liable for any loss of interest or any other loss caused by the fluctuation in any exchange rates at which any currency may be bought, sold or exchanged or converted by the Bank.

4 UNDERTAKINGS

4.1 Positive undertakings

The Guarantors undertake that, from the date of this Guarantee and during the continuance of this Guarantee, they will:

- 4.1.1 notify the Bank of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of the same and will from time to time, if reasonably requested by the Bank, supply to the Bank a certificate signed by two of their directors on their behalf certifying that no Default is outstanding or, if a Default is outstanding, specifying the Default and the steps, if any, being taken to remedy it;
- 4.1.2 ensure that their obligations under this Guarantee shall, without prejudice to the provisions of clause 4.2 (*No guarantees*), at all times rank for payment at least *pari passu* with all their other present and future unsecured and unsubordinated Financial Indebtedness;
- 4.1.3 provide the Bank with such financial and other information concerning the Guarantors and their affairs as the Bank may from time to time reasonably require.

4.2 No guarantees

The Guarantors undertake that, from the date of this Guarantee and so long as any monies are owing under this Guarantee, without the prior written consent of the Bank they will not make any loans, grant any credit (save for normal trade credit in the ordinary course of business) or give any guarantee or other form of suretyship to, or for the benefit of, any person.

5 SET-OFF

Each Guarantor authorises the Bank, at any time whether before or after any demand in respect of the Guaranteed Obligations has been issued, to apply any credit balance to which that Guarantor is then entitled on any account of the Guarantor with the Bank at any of their branches in or towards satisfaction of any sum then due and payable from the Guarantor to the Bank under this Guarantee. For this purpose the Bank is authorised to purchase with the monies standing to the credit of such account such other currencies as may be necessary to effect such application. The Bank shall not be obliged to exercise any right given to them by this clause 5.

6 NOTICES

Any communication to be made by the Bank under or in connection with this Guarantee shall be made in writing and, unless otherwise stated, may be made by fax or letter to the Guarantor's last known address to the Bank.

7 MISCELLANEOUS

7.1 No implied waivers, remedies cumulative

No failure to exercise, nor any delay in exercising, on the part of the Bank any right or remedy under this Guarantee or provided by law shall operate as a waiver, nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any right or remedies provided by law.

7.2 Partial invalidity

If, at any time, any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

7.3 Other guarantors

The Guarantors agree to be bound by this Guarantee notwithstanding that any other person intended to execute or to be bound by any other guarantee or assurance under or pursuant to any facility letter or other Bank documents entered into by the Borrower or any other persons liable may not do so or may not be effectively bound and notwithstanding that such other guarantee or assurance may be determined or be or become invalid or unenforceable against any other person, whether or not the deficiency is known to the Bank.

7.4 Trust period

Any trust referred to in this Guarantee shall, pursuant to section 5(1) of the Perpetuities and Accumulations Act 2009, be for a period of 125 years.

8 CHANGES TO THE PARTIES AND DISCLOSURE

8.1 Assignments and transfers by the Guarantors

The Guarantors may not assign or transfer any of their rights or obligations under this Guarantee.

8.2 Assignments and transfers by the Bank

The Bank may assign or transfer any of its rights and obligations under this Guarantee to any person or otherwise grant an interest in them to any person.

9 THIRD PARTY RIGHTS

Save as permitted in this Guarantee, a person who is not a party to this Guarantee has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This clause 9 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

10 EXECUTION AS A DEED

The parties agree and confirm that this Guarantee shall take effect as a deed notwithstanding that the Bank may have executed this Guarantee under hand only.

11 LAW AND JURISDICTION

This Guarantee and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

This Guarantee has been entered into as a deed at the date stated at the beginning of this Guarantee.

SCHEDULE 1

The Guarantors

- 1 Arkote Limited** company number 04575196
- 2 Hardy - U.K. Limited** company number 02534664

SCHEDULE 2

The Borrower


- 1 **Arkote Limited** company number 04575196
- 2 **Hardy - U.K. Limited** company number 02534664


SIGNATORIES

Guarantors

Executed as a deed by
Arkote Limited
acting by two directors or
by a director and the company secretary

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Director


Director/Secretary

Executed as a deed by
Hardy - U.K. Limited
acting by two directors or
by a director and the company secretary

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Director


Director/Secretary

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