



**Registration of a Charge**

Company Name: **CZARNIKOW GROUP LIMITED**

Company Number: **02650590**



Received for filing in Electronic Format on the: **06/07/2023**

XC773IJ6

**Details of Charge**

Date of creation: **22/06/2023**

Charge code: **0265 0590 0109**

Persons entitled: **NATIXIS**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LILY LIU**



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

Company number: 2650590

Charge code: 0265 0590 0109

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2023 and created by CZARNIKOW GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2023 .

Given at Companies House, Cardiff on 7th July 2023

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**

**EXECUTION VERSION**

**AMENDMENT  
TO  
PLEDGE AGREEMENT  
(OVER INVENTORY UNDER THE WARRANT) DATED 1 JULY 2021 (AS AMENDED AND  
RESTATED FROM TIME TO TIME)**

**DATED** 22 June **2023**

**BETWEEN**

**CZARNIKOW GROUP LIMITED  
(as Pledgor)**

**AND**

**NATIXIS  
(as Security Agent)**

**ALLEN & OVERY**

**Allen & Overy (Thailand) Co., Ltd.**

0050977-0000138 EUO1: 2009151989.1

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**THIS AGREEMENT** is dated 22 June 2023 and is entered into by way of a deed and is made

**BETWEEN:**

- (1) **CZARNIKOW GROUP LIMITED**, a company registered in England and Wales with company number 02650590 (the **Pledgor**); and
- (2) **NATIXIS** as security trustee and security agent for the Secured Parties (as defined below) (the **Security Agent**).

**WHEREAS:**

- (A) The Pledgor (as the borrower) entered into the Facility Agreement dated 1 July 2021 with, among others, the Security Agent as amended and restated pursuant to an amendment and restatement agreement dated 27 June 2022 and as further amended and restated pursuant to an amendment and restatement agreement dated 22 June 2023 (the **Facility Agreement**).
- (B) The Pledgor and the Security Agent entered into a pledge agreement (over inventory under the warrant) dated 1 July 2021 (the **Original Pledge Agreement**).
- (C) By entering into this Agreement, the Parties wish to amend the Original Pledge Agreement pursuant to the terms and conditions of this Agreement and provide their confirmation on the validity and enforceability of the Pledge Agreement in accordance with this Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions**

In this Agreement (including the recitals), words and expressions defined in the Original Pledge Agreement shall, unless the context otherwise requires, have the same meanings in this Agreement.

**Pledge Agreement** means the Original Pledge Agreement as amended, supplemented, novated and restated from time to time.

**Second Effective Date** has the meaning given to it in the Facility Agreement.

**1.2 Construction**

The provisions of Clause 1.2 (*Construction*) of the Original Pledge Agreement apply to this Agreement as though they were set out in full in this Agreement, except that references to the Original Pledge Agreement will be construed as references to this Agreement.

**2. AMENDMENT**

**2.1** The Original Pledge Agreement shall be amended as follows:

- (a) The definition of Inventory shall be deleted and replaced in its entirety as follow

“**Inventory** has the same meaning given to it in the Facility Agreement, in each case owned by the Pledgor after the date of this Agreement, deposited with an Approved Thai Warehouse and evidenced in the applicable Warehouse Receipt and Warrant.”

### **3. REPRESENTATIONS AND WARRANTIES**

The Pledgor undertakes to the Security Agent that on the date of this Agreement and on the Second Effective Date the representations and warranties set out in Clause 4 (*Representations and Warranties*) of the Original Pledge Agreement are true and correct by reference to the facts and circumstances existing on the date of this Agreement.

### **4. MISCELLANEOUS**

- 4.1 Except as provided herein, all terms and conditions of the Original Pledge Agreement shall remain in full force and effect and references in the Original Pledge Agreement to "this Agreement", "hereunder", "herein" and like terms or to any provision of the Original Pledge Agreement shall be construed as a reference to the Original Pledge Agreement, as amended by this Agreement.
- 4.2 This Agreement shall form an integral part of the Original Pledge Agreement.
- 4.3 If at any time any one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 4.4 This Agreement shall take the effect on and from the date of this Agreement.
- 4.5 This Agreement is a Finance Document.

### **5. GOVERNING LAW**

This Agreement is governed by the laws of Thailand.

### **6. COUNTERPARTS**

This Agreement 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 Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

## SIGNATORIES

IN WITNESS of which this Agreement has been executed as a deed and has been delivered on the date stated at the beginning of this Agreement.

### THE PLEDGOR

#### EXECUTED AS A DEED BY

by **CZARNIKOW GROUP LIMITED**

acting by Robin Cave a director

and Julian Randles a director  
C.F.O.

*[Redacted]*  
Director  
*[Redacted]*  
Director

THE SECURITY AGENT

NATIXIS

By:

Name:

Title:

*[Redacted]*

Katla Krouani

Authorized Signatory

*[Redacted]*

Véronique MAGNILLAT-JACQUES

Authorized Signatory