



Registration of a Charge

Company Name: **CZARNIKOW GROUP LIMITED**

Company Number: **02650590**



XCISB5G3

Received for filing in Electronic Format on the: **20/12/2023**

Details of Charge

Date of creation: **15/12/2023**

Charge code: **0265 0590 0113**

Persons entitled: **COÖPERATIEVE RABOBANK U.A.**

Brief description:

Contains floating 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: **NATALIA DZIEDZIC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2650590

Charge code: 0265 0590 0113

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2023 and created by CZARNIKOW GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2023 .

Given at Companies House, Cardiff on 22nd December 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**

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EXECUTION VERSION

ENGLISH SECURITY AGREEMENT

(in respect of Designated Inventory, Documents of Title, Designated Receivables, Relevant Insurance Policy Proceeds, Relevant Sales Contracts, Relevant Sales Contract LCs, Relevant Custodian Agreement Rights and Relevant Logistics Services Agreement Rights)

dated **15 December 2023** and entered into between

CZARNIKOW GROUP LIMITED

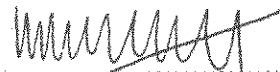
(as chargor)

and

COÖPERATIEVE RABOBANK U.A.

(as chargee)

Certified to be a true copy of the original
seen by me on:



Anina Boshoff
Solicitor (England & Wales)
SRA number: 462771

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This Deed is made on **15 December 2023** between:

- A. **CZARNIKOW GROUP LIMITED** (Registration No. 02650590), a private limited liability company duly registered and incorporated in accordance with the laws of England, with its registered address at Paternoster House, 65 St. Paul's Churchyard, London, United Kingdom, EC4M 8AB, as chargor (the "**Chargor**"); and
- B. **COÖPERATIEVE RABOBANK U.A.**, a cooperative company with excluded liability (*coöperatie met uitgesloten aansprakelijkheid*) incorporated in accordance with the laws of The Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands, and registered in the trade register (*handelsregister*) of the relevant Chamber of Commerce (*Kamer van Koophandel*) under number 3004625, as security agent on behalf of the Secured Parties (the "**Security Agent**").

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Deed, capitalised terms used but not defined below shall have the meanings ascribed thereto in the Facility Agreement and:

1.1.1. "**Borrowers**" means:

1.1.1.1. the Chargor, Czarnikow East Africa Limited and Czarnikow Tanzania Limited (as the original borrowers); and

1.1.1.2. every other person who becomes a borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement,

unless, in each case, it has ceased to be a Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement;

1.1.2. "**Borrowing Base Certificate**" has the meaning given to this term in the Facility Agreement;

1.1.3. "**Custodian Agreement**" has the meaning given to this term in the Facility Agreement;

1.1.4. "**Deed**" means this Deed of assignment in security and the schedules attached hereto;

1.1.5. "**Delegate**" means any person appointed by the Security Agent or any Receiver in accordance with this Deed, and any person appointed as attorney of the Security Agent, Receiver or Delegate and shall, in each case, include a sub-delegate;

1.1.6. "**Designated Inventory**" means any Inventory, wherever located, that is (or was at any time) included in any Borrowing Base Certificate delivered by a Borrower to the Agent or the Security Agent under the Facility Agreement, including any such Inventory (i) that does not constitute (or has ceased, for any reason, to constitute) Eligible Inventory; and (ii) to the extent it exceeds any limit or sub-limit stipulated in relation to such Inventory in the Facility Agreement and, in each case, notwithstanding any defect in the Borrowing Base Certificate;

1.1.7. "**Designated Receivable**" means:

1.1.7.1. any Receivable that arises as a result of a sale or disposal of any Designated Inventory; and

- 1.1.7.2. any other Receivable which is included in any Borrowing Base Certificate delivered by a Borrower to the Agent or to the Security Agent under the Facility Agreement,

including, in each case, any such Receivable (i) that does not constitute (or has ceased, for any reason, to constitute) an Eligible Receivable; and (ii) to the extent it exceeds any limit or sub-limit stipulated in relation to such Receivable in the Facility Agreement and, in each case, notwithstanding any defect in the Borrowing Base Certificate;

- 1.1.8. **"Discharge Date"** means the date on which the Security Agent confirms in writing that (i) all the obligations of the Obligors under the Finance Documents have been fully, finally, unconditionally and irrevocably paid and discharged; and (ii) that no Finance Party has any further commitment to provide finance or any other form of credit or financial accommodation whatsoever to any person under any Finance Document;
- 1.1.9. **"Documents of Title"** means, in relation to any Designated Inventory, any document constituting or relating to the Chargor's title or evidencing the conveyance or transfer of title to the Chargor or the Chargor's rights in possession of the Designated Inventory, including, without limitation, any bills of lading, sea waybills, dock warrants, purchase or sales invoices, delivery orders, broker statements, warehouse warrants, certificates, receipts or agreements, wharfingers' warrants or receipts, or letters of indemnity in respect of such Designated Inventory;
- 1.1.10. **"Eligible Buyer"** has the meaning given to this term in the Facility Agreement;
- 1.1.11. **"Eligible Inventory"** has the meaning given to this term in the Facility Agreement;
- 1.1.12. **"Event of Default"** has the meaning given to this term in the Facility Agreement;
- 1.1.13. **"Existing Facility"** has the meaning given to this term in the Facility Agreement;
- 1.1.14. **"Facility Agreement"** means the written USD90,000,000 secured borrowing base facility agreement (that may be increased pursuant to an accordion option of up to USD18,000,000) concluded or to be concluded between, among others, the Chargor (as a borrower) and the Security Agent, pursuant to which secured credit facilities are made available to the Borrowers;
- 1.1.15. **"Finance Documents"** has the meaning given to this term in the Facility Agreement;
- 1.1.16. **"Finance Party"** has the meaning given to this term in the Facility Agreement;
- 1.1.17. **"Guarantor"** means:
- 1.1.17.1. Czarnikow East Africa Limited (as the original guarantor); and
- 1.1.17.2. every other person who becomes a guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement,
- unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*);
- 1.1.18. **"Insurance Policy"** means each insurance policy listed in Schedule 1 (*Insurances*);

- 1.1.19. **"Inventory"** means white refined industrial sugar, polyethylene terephthalate (PET) resin pellets or any other product (including any commodity) that is owned by the Chargor;
- 1.1.20. **"Kenyan Movable Property Security Rights Act"** means the Movable Property Security Rights Act, 2017 together with the Movable Property Security Rights (General) Regulations, 2017, as amended from time to time;
- 1.1.21. **"Kenyan Pledge Agreement"** has the meaning given to this term in the Facility Agreement;
- 1.1.22. **"Local Transaction Security Document"** means the Kenyan Pledge Agreement, the Tanzanian Pledge Agreement over Designated Inventory located in Tanzania or the Ugandan Debenture Agreement;
- 1.1.23. **"Logistics Services Agreement"** has the meaning given to this term in the Facility Agreement;
- 1.1.24. **"LPA 1925"** means the Law of Property Act 1925;
- 1.1.25. **"Obligor"** means a Borrower or a Guarantor;
- 1.1.26. **"Parties"** means the Chargor and the Security Agent and **"Party"** means, as the context requires, any of them;
- 1.1.27. **"Receivable"** means any and all rights, monies and proceeds received or receivable and includes, for the avoidance of doubt, any Receivables as defined in the Facility Agreement;
- 1.1.28. **"Receiver"** means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed;
- 1.1.29. **"Related Rights"** means, in relation to any Designated Receivable, Relevant Insurance Policy Proceeds, Relevant Sales Contract, Relevant Sales Contract LC, Relevant Custodian Agreement Rights or Relevant Logistics Services Agreement Rights, all rights, benefits or proceeds arising thereunder or pursuant thereto, including but not limited to:
- 1.1.29.1. the benefit of any Security Interest created by an Eligible Buyer or any other person to secure the obligations of that Eligible Buyer in respect of any Designated Receivable, Relevant Insurance Policy Proceeds, Relevant Custodian Agreement Rights or Relevant Logistics Services Agreement Rights or under any Relevant Sales Contract or Relevant Sales Contract LC;
 - 1.1.29.2. rights of action and rights to compel the performance of duties arising in relation thereto and the benefit of all indemnities, covenants, remedies and claims for damages for breach in respect thereof; and
 - 1.1.29.3. all amounts payable to the Chargor (including all proceeds and other amounts which the Chargor may receive or has received or which the Chargor is awarded or is entitled to) in connection with each Insurance Policy which constitute Relevant Insurance Policy Proceeds;
- 1.1.30. **"Relevant Custodian Agreement Rights"** means the rights of a Borrower under a Custodian Agreement;

- 1.1.31. **"Relevant Logistics Services Agreement Rights"** means those rights under a Logistics Services Agreement which relate to the movement, transportation and handling of Designated Inventory;
- 1.1.32. **"Relevant Insurance Policy Proceeds"** means the proceeds of any claim made under an Insurance Policy but only insofar as such claim relates to any Designated Inventory and/ or any Designated Receivable;
- 1.1.33. **"Relevant Sales Contract"** means a Sales Contract which provides for the sale and purchase of Designated Inventory and/ or pursuant to which a Designated Receivable arises;
- 1.1.34. **"Relevant Sales Contract LC"** means a Sales Contract LC issued in respect of a Relevant Sales Contract;
- 1.1.35. **"Sales Contract"** means a contract, purchase order or confirmation for the sale and purchase of any Designated Inventory and includes, for the avoidance of doubt, any Sales Contract as defined in the Facility Agreement;
- 1.1.36. **"Sales Contract LC"** means any documentary, standby or other form of letter of credit issued in respect of any Sales Contract and includes, for the avoidance of doubt, any Sales Contract LC as defined in the Facility Agreement;
- 1.1.37. **"Secured Obligations"** has the meaning given to this term in the Facility Agreement;
- 1.1.38. **"Secured Parties"** means each Finance Party from time to time and any Receiver or Delegate;
- 1.1.39. **"Security Asset"** means all the Chargor's assets, property and undertaking which are, or are expressed to be, subject to the Security Interests created by, or pursuant to, this Deed, including the Chargor's rights, benefit and interest, now or in the future, in and to:
- 1.1.39.1. the Designated Inventory;
 - 1.1.39.2. the Documents of Title;
 - 1.1.39.3. the Designated Receivables;
 - 1.1.39.4. the Relevant Insurance Policy Proceeds;
 - 1.1.39.5. the Relevant Sales Contracts;
 - 1.1.39.6. the Relevant Sales Contract LCs;
 - 1.1.39.7. the Relevant Custodian Agreement Rights;
 - 1.1.39.8. the Relevant Logistics Services Agreement Rights; and
 - 1.1.39.9. the Related Rights,
- and references to the Security Assets shall include references to any part of them;
- 1.1.1. **"Security Interest"** means:
- 1.1.1.1. any mortgage, charge, pledge, bond, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising;

- 1.1.1.2. any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off;
- 1.1.1.3. any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security; and
- 1.1.1.4. any agreement for any of the foregoing;
- 1.1.2. "**Security Period**" means the period beginning on the date of this Deed and ending on the Discharge Date;
- 1.1.3. "**Tanzanian Pledge Agreement**" has the meaning given to this term in the Facility Agreement; and
- 1.1.4. "**Ugandan Debenture Agreement**" has the meaning given to this term in the Facility Agreement.

1.2. Construction

- 1.2.1. Capitalised terms defined in the Facility Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- 1.2.2. The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement shall be construed as references to this Deed.
- 1.2.3. The term "**Security Agent**" shall include its successors in title, assigns, delegate, transferees and any person for the time being appointed by the Secured Parties as security agent or as an additional security agent for the purpose of, and in accordance with, the Facility Agreement.
- 1.2.4. Unless a contrary indication appears, any reference in this Deed to:
 - 1.2.4.1. a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended;
 - 1.2.4.2. any "**rights**" in respect of an asset includes:
 - 1.2.4.2.1. all amounts and proceeds paid or payable;
 - 1.2.4.2.2. all rights to make any demand or claim; and
 - 1.2.4.2.3. all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - 1.2.4.3. any reference to any law statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances;
 - 1.2.4.4. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
 - 1.2.4.5. any reference to any written agreement shall be a reference to that agreement as amended, supplemented, novated, replaced or restated from time to time;

- 1.2.4.6. "amendment" includes any amendment, variation, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "amend" and "amended" shall be construed accordingly;
- 1.2.4.7. the term "**this Security**" means any Security Interest created by this Deed; and
- 1.2.4.8. an agreement, instrument or other document to which it is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- 1.2.5. Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.6. An Event of Default is "**continuing**" if it has not been waived.
- 1.2.7. Any reference in this Deed to "**signed**", "**signing**" or "**signature**" shall, notwithstanding anything to the contrary in this Deed, be read and construed as including any form of electronic signature, as contemplated by the Electronic Communications Act, 2000.
- 1.2.8. If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.9. This Deed has been jointly negotiated by the Parties and is intended to benefit all Parties equally. Accordingly, neither this Deed nor any of the provisions thereof shall be construed strictly against any of the Parties.
- 1.2.10. The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.3. **Third party rights**
 - 1.3.1. Unless expressly provided to the contrary in a Finance 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.
 - 1.3.2. Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
 - 1.3.3. Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to clause 1.3.2 above and the provisions of the Third Parties Act.

1.4. **Contractual Recognition of Bail-In**

The terms of Clause 40 (*Bail-In*) of the Facility Agreement are incorporated into and form part of this Deed.

2. **INTRODUCTION**

- 2.1. The Chargor, the Security Agent and various other parties have entered into, or are about to enter into, the Facility Agreement, pursuant to which secured borrowing base facilities are made available to the Borrowers.

- 2.2. The Chargor has agreed to create Security Interests over the Security Assets to the Security Agent, as security for the due performance of the Secured Obligations, on the terms and subject to the conditions set out in this Deed.
- 2.3. It is intended that this Deed shall be registered in accordance with the Kenyan Movable Property Security Rights Act. For the purposes of section 8 of the Kenyan Movable Property Security Rights Act, it is recorded that the collateral comprises those assets of the Chargor as are set out in Schedule 4 (*Information required in an initial notice pursuant to the Kenyan Movable Property Security Rights Act*).
- 2.4. This document is intended to take effect as a Deed notwithstanding that a Party may execute this document under hand.

3. COVENANT TO PAY

- 3.1. The Chargor covenants that it shall, as primary obligor, on demand, pay to the Security Agent and discharge the Secured Obligations in each case when they become due for payment or discharge whether by acceleration or otherwise.
- 3.2. The making of one demand under this Deed shall not preclude any Secured Party from making any further demands.

4. CREATION OF SECURITY

4.1. General

- 4.1.1. All the Security Interests created under this Deed are:
 - 4.1.1.1. created in favour of the Security Agent;
 - 4.1.1.2. created over the Security Assets of the Chargor;
 - 4.1.1.3. Security Interests for the payment of all the Secured Obligations; and
 - 4.1.1.4. made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 4.1.2. If the rights of the Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - 4.1.2.1. the Chargor shall notify the Security Agent promptly;
 - 4.1.2.2. this Security shall constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under that document but exclude the Chargor's other rights under the document until the Chargor obtains the required consent or satisfies the relevant condition;
 - 4.1.2.3. unless the Security Agent otherwise requires, the Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
 - 4.1.2.4. if the Chargor obtains the required consent or satisfies the relevant condition;
 - 4.1.2.5. the Chargor shall notify the Security Agent promptly; and
 - 4.1.2.6. all of the Chargor's rights under the document shall immediately be secured in accordance with this Deed.

- 4.1.3. The Security Agent holds the benefit of this Deed in trust for the Secured Parties.

4.2. Insurances

- 4.2.1. The Chargor agrees to assign and hereby assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of:

4.2.1.1. all Relevant Insurance Policy Proceeds; and

4.2.1.2. the Related Rights.

- 4.2.2. To the extent that they are not effectively assigned under Clause 4.2.1 above, the Chargor agrees to charge and hereby charges by way of first fixed charge all rights and amounts described in Clause 4.2.1 above.

4.3. Documents of Title

- 4.3.1. The Chargor agrees and states its irrevocable intention that the Security Agent shall have a pledge upon all Documents of Title and the Designated Inventory to which they relate as continuing security for the payment or discharge of the Secured Obligations.

- 4.3.2. The Chargor shall hold any Documents of Title in its possession as agent for and on trust for the Security Agent and may permit any bank or financial institution which needs to deal with any such Document of Title in its capacity as issuing, advising or confirming bank, or as part of any documentary or similar arrangement, to deal with such documents as part of a sale or shipment of Designated Inventory in the ordinary course of trading, provided that such trust shall exist until the earlier of the expiry of the perpetuity period or the expiry of the Security Period, unless otherwise terminated by the written agreement of the Chargor and the Security Agent

- 4.3.3. The Chargor undertakes to deliver or procure the delivery of the Documents of Title which are held on trust by it pursuant to Clause 4.3.1 above to the Security Agent immediately following a request from the Security Agent on or after the occurrence of a Default that is continuing.

- 4.3.4. The Chargor undertakes to ensure that on demand by the Security Agent following an Event of Default which is continuing, each Document of Title is promptly issued to the order of, or is endorsed in favour of, the Security Agent or, if agreed by the Security Agent in writing, is endorsed in blank.

- 4.3.5. To the extent not validly and effectively pledged pursuant to Clause 4.3.1 above, the Chargor agrees to charge and hereby charges by way of first fixed charge, all of its rights, title and interest from time to time in any all Document of Title.

4.4. Designated Inventory

To the extent the pledge in Clause 4.3 is not effective as a pledge of the Designated Inventory, the Chargor agrees to charge and hereby charges by way of first fixed charge all of its rights, title and interest, present and future, in, under and to any Designated Inventory.

4.5. Relevant Sales Contracts, Relevant Sales Contract LCs, Designated Receivables, Relevant Custodian Agreement Rights and Relevant Logistics Services Agreement Rights

- 4.5.1. The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

4.5.1.1. each Relevant Sales Contract;

- 4.5.1.2. each Relevant Sales Contract LC;
 - 4.5.1.3. the Related Rights;
 - 4.5.1.4. each Designated Receivable;
 - 4.5.1.5. the Relevant Custodian Agreement Rights; and
 - 4.5.1.6. the Relevant Logistics Services Agreement Rights.
- 4.5.2. To the extent that any right described in Clause 4.5.1 above is not assignable or capable of assignment:
- 4.5.2.1. the Chargor agrees to charge and hereby charges by way of first fixed charge all rights and amounts described in Clause 4.5.1 above; and
 - 4.5.2.2. the assignment of that right purported to be effected by Clause 4.5.1 above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

4.6. Floating charge

- 4.6.1. The Chargor agrees to charge and hereby charges by way of a first floating charge all of its assets specified in Clause 4.2 (*Insurances*), Clause 4.3 (*Documents of Title*), Clause 4.4 (*Designated Inventory*) or Clause 4.5 (*Relevant Sales Contracts, Relevant Sales Contract LCs, Designated Receivables, Relevant Custodian Agreement Rights and Relevant Logistics Services Agreement Rights*) not otherwise effectively pledged, mortgaged, charged or assigned by way of pledge, fixed mortgage, charge or assignment under Clause 4.2 (*Insurances*), Clause 4.3 (*Documents of Title*), Clause 4.4 (*Designated Inventory*) or Clause 4.5 (*Relevant Sales Contracts, Relevant Sales Contract LCs, Designated Receivables, Relevant Custodian Agreement Rights and Relevant Logistics Services Agreement Rights*).
- 4.6.2. Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Clause 4.6 into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
- 4.6.2.1. an Event of Default is continuing; or
 - 4.6.2.2. the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 4.6.3. The floating charge created by this Clause 4.6 may not be converted into a fixed charge solely by reason of:
- 4.6.3.1. the obtaining of a moratorium; or
 - 4.6.3.2. anything done with a view to obtaining a moratorium,
- under part A1 of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of part A1 of the Insolvency Act 1986.
- 4.6.4. The floating charge created by this Clause 4.6 shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed,

or the Security Agent receives notice of an intention to appoint an administrator, in respect of the Chargor.

- 4.6.5. The floating charge created by this Clause 4.6 is a "**qualifying floating charge**" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4.7. Local Transaction Security Documents

Where this Deed purports to create first ranking Security Interests over any Documents of Title or Designated Inventory (whether by way of a pledge, a fixed charge or a floating charge), such Security Interests will nevertheless take effect subject to the Security Interests created under:

- 4.7.1. the Kenyan Pledge Agreement;
- 4.7.2. the Tanzanian Pledge Agreement; and
- 4.7.3. the Ugandan Debenture Agreement,

and, in each case, the related Documents of Title, until the Security Interest under the relevant Local Transaction Security Document ceases to have effect at a time when this Deed still has effect.

5. REPRESENTATIONS

The Chargor makes the representations and warranties set out in this Clause 5 to the Security Agent.

- 5.1. **Ownership of Security Assets:** It is the sole legal and beneficial owner of, and has good, valid and marketable title to the Security Assets.
- 5.2. **Security Assets:** No Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement, Logistics Services Agreement or other document, agreement or arrangement comprising the Security Assets is void, voidable or otherwise unenforceable.
- 5.3. **No other Security Interests:** The Security Assets are free from any Security Interests other than the Security Interests created by this Deed and by any Local Transaction Security Document.
- 5.4. **No adverse claims:** It has not received, or acknowledged notice of, any adverse claim by any person in respect of the Security Assets or any interest in them.
- 5.5. **No adverse covenants:** There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Security Assets.
- 5.6. **Avoidance of security:** No Security Interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on its liquidation or administration or otherwise.
- 5.7. **No prohibitions:** There is no prohibition on charging or assigning in security of any Security Asset and the entry into this Deed by the Chargor does not, and will not, constitute a breach of any Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement, Logistics Services Agreement, Document of Title or any other agreement, document, instrument or obligation binding on it or its assets.
- 5.8. **Set-off:** No amount payable to it under any Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement, Logistics Services Agreement or other document, agreement or arrangement comprising the Security Assets is subject to any right of set-off or similar right.

- 5.9. **Enforceable first ranking security:** Subject to Clause 4.7 (*Local Transaction Security Documents*), this Deed constitutes its legal, valid, binding and enforceable obligations and creates effective first ranking Security Interests over every part of the Security Assets entitling the Security Agent to recover the Secured Obligations against the Security Assets in priority to all other creditors, except creditors that are mandatorily preferred over secured creditors.

The Chargor makes the representations and warranties set out in Clause 5.1 to Clause 5.9 above to the Security Agent on the date of this Deed and on every day thereafter until the Discharge Date with reference to the facts and circumstances existing at the time of repetition.

6. UNDERTAKINGS

6.1. Restrictions on dealings

The Chargor shall not:

- 6.1.1. create or permit to subsist any Security Interest over any Security Asset; or
- 6.1.2. enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset,

except as expressly allowed under the Facility Agreement or this Deed or under any Local Transaction Security Document.

6.2. Insurances

6.2.1. The Chargor:

- 6.2.1.1. may not, without the prior consent of the Security Agent do, omit to do, or permit to be done, anything which may bring any particular insured liability within the scope of an exclusion or exception to any Insurance Policy;
- 6.2.1.2. remains liable to perform all obligations assumed by it under the contracts which form part of each Insurance Policy;
- 6.2.1.3. must hold any Relevant Insurance Policy Proceeds received by it on trust for the Secured Parties and immediately pay those insurance proceeds to the Security Agent for application in accordance with Clause 11 (*Application of proceeds*); and
- 6.2.1.4. shall at any time, if requested by the Security Agent (acting reasonably), promptly serve a notice of assignment to each of the other parties to each Insurance Policy substantially in the form of Schedule 3 (*Form of Notice of Assignment*) or such other form as the Security Agent may reasonably require.

6.2.2. Without limiting Clause 6.2.1.4 above in any way, upon the occurrence of an Event of Default which is continuing, the Security Agent will also be entitled itself to serve a notice of assignment to each of the parties to each Insurance Policy substantially in the form of Schedule 3 (*Form of Notice of Assignment*) or such other form as the Security Agent may reasonably require.

6.3. Designated Inventory

The Chargor:

- 6.3.1. shall promptly pay all hire, freight, demurrage, damages for detention, warehouse charges, rent and all other costs, charges and expenses of and incidental to the

transportation and storage of any Designated Inventory and, on request, deliver to the Security Agent evidence of payment of such costs, charges and expenses; and

6.3.2. shall, following the occurrence of an Event of Default which is continuing, execute and sign all transfers, delivery orders and other documents or take other steps which the Security Agent may from time to time require for the purpose of transferring ownership in any Designated Inventory or delivering any Designated Inventory to the Security Agent, its nominee or any purchaser or other person.

6.4. **Original instruments:** The Chargor shall, if so requested by the Security Agent, at any time when an Event of Default is continuing, be entitled to hold all the Chargor's original counterparts of, and instruments comprising, each Insurance Policy, each Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement, Logistics Services Agreement, Document of Title and each other document, instrument or agreement comprising the Security Assets.

6.5. **Insurance Policies, Relevant Sales Contracts, Relevant Sales Contract LCs, Designated Receivables, Custodian Agreements and Logistics Services Agreements**

6.5.1. **Preservation:** The Chargor:

6.5.1.1. shall duly and promptly perform its obligations under each Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement and Logistics Services Agreement;

6.5.1.2. shall not, without the prior consent of the Security Agent, amend or waive any term of, or terminate, any Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement or Logistics Services Agreement in a way that is likely to have a Material Adverse Effect on the ability of the Chargor to perform its obligations under any Finance Document;

6.5.1.3. shall not, without the prior consent of the Security Agent, take any action which might jeopardise the existence or enforceability of any Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement or Logistics Services Agreement.

6.5.1.4. shall not waive any rights or release any person from any material obligations in connection with the Security Assets;

6.5.1.5. shall take all necessary or appropriate action against any person (including as reasonably required by the Security Agent) to protect and enforce its rights, and recover money or receive other property, in connection with the Security Assets;

6.5.1.6. shall comply with the requirements of any law and regulation relating to or affecting the Security Assets or the use of them or any part of them;

6.5.1.7. shall obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Security Assets or their use or that are necessary to preserve, maintain or renew any Security Asset;

6.5.1.8. shall use its best endeavours to procure the prompt observance and performance by each Eligible Buyer of the covenants and other obligations imposed on that Eligible Buyer in respect of each Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement, Logistics Services Agreement;

- 6.5.1.9. shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets that the Security Agent may require from time to time;
 - 6.5.1.10. shall, promptly on becoming aware of any of the same, notify the Security Agent in writing of any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
 - 6.5.1.11. promptly on becoming aware of any of the same, notify the Security Agent in writing of any breach of any covenant set out in this Deed.
- 6.5.2. **Information:** The Chargor shall:
- 6.5.2.1. give the Security Agent such information concerning the Security Assets as the Security Agent may require; and
 - 6.5.2.2. promptly notify the Security Agent in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Security Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Security Agent's prior approval, implement those proposals at its own expense.
- 6.5.3. **Collection Account:** The Chargor undertakes to instruct its Eligible Buyers to pay all Designated Receivables into a Collection Account (as defined in Facility Agreement), by including the wording in sub-clause 6.5.5.1 in legible form on all invoices issued on and after the date of this Deed under each Relevant Sales Contracts and by including a similar instruction in any communication covering documentary presentation of any Sales Contracts LC.
- 6.5.4. **Other undertakings:** The Chargor shall:
- 6.5.4.1. duly and promptly perform its obligations, and diligently pursue its rights, under each Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement and Logistics Services Agreement if and to the extent that the exercise of those rights would not result in a Default; and
 - 6.5.4.2. supply the Security Agent and any Receiver with copies of each Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement and Logistics Services Agreement and any information and documentation relating to any Insurance Policy, Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement or Logistics Services Agreement requested by the Security Agent or any Receiver.
- 6.5.5. **Notice of assignment/charge – Relevant Sales Contracts and Relevant Sales Contract LCs**
- 6.5.5.1. The Chargor shall include the following wording (or wording otherwise in form and substance satisfactory to the Security Agent) in each invoice sent in respect of a Relevant Sales Contract:

*THE BENEFITS AND PROCEEDS OF THIS INVOICE AND
THE CONTRACT TO WHICH IT RELATES HAVE BEEN
ASSIGNED AND/OR CHARGED IN FAVOUR OF*

COÖPERATIEVE RABOBANK U.A. AS SECURITY AGENT
UNDER A FACILITY AGREEMENT DATED [*] 2023 AS
AMENDED FROM TIME TO TIME. PAYMENT MUST BE
MADE PER THE BELOW PAYMENT DETAILS UNTIL YOU
RECEIVE NOTICE FROM COÖPERATIEVE RABOBANK
U.A. TO THE CONTRARY.

- 6.5.5.2. Each Chargor shall at any time if requested by the Security Agent promptly serve a notice of assignment/charge, substantially in the form of Part 1 of Schedule 2 (*Form of Notice and Acknowledgement*), on each counterparty to a Relevant Sales Contract, Relevant Sales Contract LC, Custodian Agreement or Logistics Services Agreement.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1. Event of Default

This Security shall become immediately enforceable if an Event of Default occurs which is continuing.

7.2. Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

7.3. Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable.

8. ENFORCEMENT OF SECURITY

8.1. General

8.1.1. For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

8.1.2. Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to this Security.

8.2. No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

8.3. Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

8.4. Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or their agents need enquire:

- 8.4.1. whether the Secured Obligations have become payable;

- 8.4.2. whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 8.4.3. whether any money remains due under the Finance Documents; or
- 8.4.4. how any money paid to the Security Agent or to that Receiver is to be applied.

8.5. Redemption of prior mortgages

- 8.5.1. At any time after this Security has become enforceable, the Security Agent may:
 - 8.5.1.1. redeem any prior Security Interest against any Security Asset;
 - 8.5.1.2. procure the transfer of that Security Interest to itself; and/or
 - 8.5.1.3. settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor).
- 8.5.2. The Chargor shall pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

8.6. Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

8.7. Financial collateral

- 8.7.1. To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- 8.7.2. Where any financial collateral is appropriated:
 - 8.7.2.1. if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - 8.7.2.2. if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - 8.7.2.3. in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party shall give credit for the proportion of the value of the financial collateral appropriated to its use.

9. RECEIVER

9.1. Appointment of Receiver

9.1.1. Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

9.1.1.1. this Security has become enforceable; or

9.1.1.2. the Chargor so requests the Security Agent in writing at any time.

9.1.2. Any appointment under Clause 9.1 above shall be by deed, under seal or in writing under its hand.

9.1.3. Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.

9.1.4. The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under part A1 of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of part A1 of the Insolvency Act 1986.

9.1.5. The Security Agent shall not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

9.2. Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3. Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 shall not apply.

9.4. Agent of the Chargor

9.4.1. A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Chargor shall be responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

9.4.2. No Secured Party shall incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

9.5. Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

10. POWERS OF RECEIVER

10.1. General

10.1.1. A Receiver has all of the rights, powers and discretions set out below in this Clause 10 in addition to those conferred on it by any law. This includes:

10.1.1.1. in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

10.1.1.2. otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.

10.1.2. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2. Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

10.3. Carry on business

A Receiver may carry on any business of the Chargor in any manner it thinks fit.

10.4. Employees

10.4.1. A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.

10.4.2. A Receiver may discharge any person appointed by the Chargor.

10.5. Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which it thinks fit.

10.6. Sale of assets

10.6.1. A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.

10.6.2. The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.

10.6.3. Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

10.7. Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

10.8. Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

10.9. Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

10.10. Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

10.11. Delegation

A Receiver may delegate its powers in accordance with this Deed.

10.12. Lending

A Receiver may lend money or advance credit to any person.

10.13. Protection of assets

A Receiver may:

- 10.13.1. effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- 10.13.2. commence and/or complete any building operation or other works; and
- 10.13.3. apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

10.14. Other powers

A Receiver may:

- 10.14.1. do all other acts and things which it may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- 10.14.2. exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- 10.14.3. use the name of the Chargor for any of the above purposes.

11. APPLICATION OF PROCEEDS

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 this Security shall be held by the Security Agent and applied in the following order of priority:

- 11.1. in or towards payment of or provision for the Secured Obligations in accordance with the terms of the Facility Agreement; and

11.2. in payment of the surplus (if any) to the Chargor or other person entitled to it.

This Clause 11 is subject to the payment of any claims having priority over this Security. This Clause 11 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

12. EXPENSES AND INDEMNITY

The provisions of Clause 17 (*Costs and Expenses*) of the Facility Agreement shall apply and the provisions thereof are incorporated herein by reference.

13. DELEGATION

13.1. Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

13.2. Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may think fit.

13.3. Liability

13.3.1. Neither the Security Agent nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any Delegate, other than arising from its gross negligence or wilful misconduct in the appointment of such Delegate.

13.3.2. The Security Agent will not be under any obligation or assume any obligation in respect to the Security Assets or be under any liability as a result of any failure of the Chargor to perform any of its obligations in connection with the Security Assets.

14. FURTHER ASSURANCES

14.1. The Chargor shall promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:

14.1.1. creating, perfecting or protecting any security over any Security Asset; or

14.1.2. facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective Delegates in respect of any Security Asset.

14.2. The action that may be required under Clause 14.1 above includes (without limitation):

14.2.1. the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent, its nominee or any other person; or

14.2.2. the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

15. APPLICATION OF PROCEEDS

- 15.1. Any proceeds received under the powers conferred by this Deed shall be paid or applied by the Security Agent (subject only to the claims of any person having prior rights thereto by law) towards the reduction or discharge, as the case may be, of the Secured Obligations in accordance with the provisions of the Facility Agreement.
- 15.2. Neither the Security Agent, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Obligations.
- 15.3. All monies received by the Security Agent, a Receiver or a Delegate under this Deed which are not going to be applied in or towards discharge of the Secured Obligations):
 - 15.3.1. may, at the discretion of the Security Agent, Receiver or Delegate, be credited to a suspense account (whether pursuant to Clause 8.6 (*Contingencies*) or otherwise;
 - 15.3.2. shall bear interest, if any, at the rate agreed in writing between the Security Agent and the Chargor; and
 - 15.3.3. may be held in that account for so long as the Security Agent, Receiver or Delegate thinks fit.

16. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective Delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney may, in its absolute discretion, deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Security Agent shall only exercise this power of attorney (a) following a Default which is continuing; (b) if the Chargor has failed to comply with any of its obligations under this Deed; or (c) if requested by the Majority Lenders following an Event of Default which is continuing for the purposes of preservation, enforcement or perfection of the Security Interests created by this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

17. KENYAN MOVABLE PROPERTY SECURITY RIGHTS ACT

17.1. Powers, Authorities, Discretions

To the extent permitted by law, any right, power or discretion conferred by this Deed on the Security Agent, all the powers, authorities and discretions conferred by Part VII of the Kenyan Movable Property Security Rights Act, including without limitation section 67(3) of the Kenyan Movable Property Security Rights Act (as applicable and as varied or extended by this Deed) on any secured creditor and any right, power or discretion conferred by law on any secured creditors may, after the security constituted by this Deed has become enforceable, be exercised by the Security Agent in relation to any of the security and rights granted under this Deed whether or not it has taken possession of any of the same.

17.2. Powers

Powers conferred by law (including by the Kenyan Movable Property Security Rights Act) on a holder of the security created by or pursuant to this Deed:

- 17.2.1. are in addition to the powers, rights, authorities, discretions and remedies which is conferred on the Security Agent under the Finance Documents;

- 17.2.2. (to the extent permitted by law) may be exercised by the Security Agent, in accordance with the provisions of the Finance Documents, at the time permitted by such law or otherwise immediately on the occurrence of an Event of Default which is continuing; and
- 17.2.3. (to the extent permitted by law) are excluded or varied only so far as they are inconsistent with the express terms of this Deed.

17.3. Notices

Section 73 (*Notice of Disposition*) and section 75 (*Acquisition of collateral in total or partial satisfaction of the secured obligation*) of the Kenyan Movable Property Security Rights Act shall not apply to this Deed and the requirement to give notice pursuant to the provisions of section 67 (*Relief for non-compliance*) of the Kenyan Movable Property Security Rights Act shall not apply to this Deed. Accordingly, the Security Agent shall not be required to give any notification or proposal to the Chargor or procure any consent or approval of the Chargor in connection with the exercise of any powers or remedies of the Security Agent after the occurrence of any Event of Default which is continuing.

17.4. Possession

Without prejudice to any other remedies available to the Security Agent and for purposes of section 71 (*Right of the secured creditor to possession of the Collateral*) of the Kenyan Movable Property Security Rights Act, the Chargor hereby gives its express consent for the Security Agent to obtain possession of the assets and rights provided by way of security under this Deed without an application to court and the Chargor hereby expressly waives any objections it may have to such possession being taken after the occurrence of any Event of Default which is continuing.

17.5. Registration Agent

The Chargor hereby authorises the Security Agent to register an initial notice with respect to this Deed and such amendment notices as may be required from time to time under the provisions of the Kenyan Movable Property Security Rights Act. For purposes of the Kenyan Movable Property Security Rights Act, particulars of the grantor, the secured creditor and the collateral are as set out in Schedule 4 (*Information required in an initial notice pursuant to the Kenyan Movable Property Security Rights Act*). The Chargor irrevocably and unconditionally acknowledges and agrees that if the registration is undertaken by an agent of the Security Agent (hereinafter the "**Registration Agent**");

- 17.5.1. the Registration Agent may, for purposes of the registration, use their personal eCitizen accounts or other accounts facilitating access at the collateral registry created pursuant to the Kenyan Movable Property Security Rights Act;
- 17.5.2. the Registration Agent will or may, by default, be noted in such initial notice or amendment notices as a creditor (together with the Security Agent);
- 17.5.3. notwithstanding the foregoing, the Registration Agent will merely be a registration agent facilitating the registration of such initial notice or amendment notices and will (save for the indemnities granted in this clause) have no rights, obligation or other liability whatsoever under the Finance Documents; and
- 17.5.4. the Chargor shall indemnify the Registration Agent (and each of its partners, directors and officers or employees) on a full and unqualified indemnity basis against any and all actions, proceedings, claims, losses, expenses (including legal fees), damages, fees, demands, liabilities and costs and taxes (together with any applicable value added tax) which the Registration Agent (and such partners, directors and officers or employees) may sustain directly as a consequence of facilitating registration of such initial notice or amendment notices.

17.6. No Notice

After the security constituted by this Deed has become enforceable, the Security Agent may, in its absolute discretion, without notice to the Chargor or prior authorisation from any court, unless expressly required under the Kenyan Insolvency Act, No. 18 of 2015 or the Kenyan Movable Property Security Rights Act (where not derogated from), as applicable, enforce all or any part of its security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the assets and rights provided by way of security pursuant to this Deed.

17.7. Powers

The power of sale and other powers (as varied or extended by this Deed) shall be immediately exercisable, without notice to the Chargor or prior authorisation from any court unless expressly required under the Kenyan Insolvency Act, No. 18 of 2015 or the Kenyan Movable Property Security Rights Act (where not derogated from) as applicable, at any time after the security constituted by this Deed has become enforceable.

17.8. Mortgagee in Possession

The Security Agent shall not be liable to the Chargor or any other person:

- 17.8.1. (by reason of entering into possession of the assets and rights provided by way of security under this Deed, or for any other reason) to account as mortgagee in possession in respect of the assets and rights provided by way of security under to this Deed.
 - 17.8.2. for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or
 - 17.8.3. for any expense, loss or liability:
 - 17.8.3.1. relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this Deed;
 - 17.8.3.2. relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this Deed; or
 - 17.8.3.3. arising in any other way in connection with this Deed,
- other than pursuant to its gross negligence or wilful misconduct.

18. MISCELLANEOUS

- 18.1. **Independent security:** The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Security Agent may hold for any of the Secured Obligations at any time. No prior security held by the Security Agent over the whole or any part of the Security Assets shall merge in the security created by this Deed.
- 18.2. **Continuing security:** The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Obligations, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Agent discharges this Deed in writing.
- 18.3. **Release:** At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security.
- 18.4. **Discharge conditional.** Any release, discharge or settlement between the Chargor and the Security Agent shall be conditional on no payment or security received by the Security Agent

in respect of the Secured Obligations being avoided, reduced, set aside or ordered to be refunded under any law relating to insolvency, bankruptcy, winding up, administration, receivership or for any other reason. Despite any such release, discharge or settlement:

- 18.4.1. the Security Agent or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Security Assets, for any period that the Security Agent deems necessary to provide the Security Agent with security against any such avoidance, reduction or order for refund; and
- 18.4.2. the Security Agent may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.
- 18.5. **Certificates:** Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- 18.6. **Consolidation:** The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.
- 18.7. **New Accounts**
 - 18.7.1. If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.
 - 18.7.2. If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
 - 18.7.3. As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations.
- 18.8. **Time deposits:** Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:
 - 18.8.1. this Security has become enforceable; and
 - 18.8.2. no Secured Obligations is due and payable,
 that time deposit shall automatically be renewed for any further maturity which that Secured Party considers appropriate.
- 18.9. **Notice to Chargor:** This Deed constitutes notice in writing to the Chargor of any charge or assignment by way of security that may at any time be created or made under any Transaction Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member of the Group is a party.
- 18.10. **Assignment and transfer**
 - 18.10.1. The Security Agent may, without the consent of the Chargor but subject to the provisions of the Facility Agreement assign any of its rights or transfer any of its rights and obligations under this Deed.
 - 18.10.2. The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this Deed or enter into any transaction which would result in any of those rights or obligations passing to another person.

- 18.11. **Notices:** Any communication to be made under or in connection with the Finance Documents shall be made in accordance with Clause 33 (*Notices*) of the Facility Agreement, which is incorporated in this Deed by reference.

19. **GOVERNING LAW AND JURISDICTION**

19.1. **Governing law**

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

19.2. **Jurisdiction of English courts**

- 19.2.1. 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**").
- 19.2.2. 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.
- 19.2.3. Notwithstanding Clause 19.2.1 above, 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 executed as a deed and delivered by the Chargor on the date stated at the beginning of this Deed.

Schedule 1 – Insurances

Type of Insurance	Policy/Reference Number	Beneficiary	Insurance Provider	Insurance Period
Open Cargo Policy (In transit anywhere in the World, including storage risks. At and from ports and/or places in the World to ports and/or places in the World and/or vice versa. Including transshipment where customary)	Contract No. RMAMT2202025. Policy Reference B0750RMAMT2202025	The Chargor	Lloyds; HCC International Insurance Company Plc, UK; Axis Specialty Europe Ltd, UK; and Fidelis Underwriting Ltd, UK.	1 October 2022 – 30 September 2023 (both inclusive)
Insolvency, protracted default and political risk cover (loss as a result of not receiving full payment for the Insured Receivables because of the occurrence of a Covered Cause of Loss, being: (i) insolvency; (ii) protracted default; (iii) political risk; and (iv) third country risk)	Policy No. 466556	The Chargor	Atradius Crédito y Causión S.A. de Seguros y Reaseguros	1 February 2022 – 31 January 2025

Schedule 2 – Form of Notice and Acknowledgement

Part 1 - Form of Notice to Counterparty

From: **Czarnikow Group Limited** (as Chargor)

Paternoster House, 65 St. Paul's Churchyard, London, United Kingdom, EC4M 8AB

To: *[insert name of counterparty]*

[insert details of counterparty]

CC: **Coöperatieve Rabobank U.A.** (as Security Agent)

Croeselaan 18, 3521CB, Utrecht, The Netherlands

Dated: [•]

English Security Agreement dated [•] 2022 between Czarnikow Group Limited (as Chargor) and Coöperatieve Rabobank U.A. (as Security Agent) (the "Security Agreement")

1. This letter constitutes notice to you that under the Security Agreement we have assigned and charged by way of security to the Security Agent (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of *[insert details of Relevant Sales Contract / Relevant Sales Contract LC / Custodian Agreements / Logistics Services Agreements]* (the "**Contract**").
2. We confirm that
 - 2.1. we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - 2.2. none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
3. We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to perform obligations in favour of and send communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary. In this event, all the rights, powers and discretions will be exercisable by, and all obligations shall be performable in favour of and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it.
4. [You are authorised and instructed without further obligation to us to pay all amounts payable under the Contract to the following collection account: *[Note: insert Collection account details]*]*
5. We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.
6. The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.
7. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
CZARNIKOW GROUP LIMITED

[Czarnikow Group Limited] [Coöperatieve Rabobank U.A. (as Security Agent)]

* Include in respect of notices sent in relation to Relevant Sales Contracts.

Part-2 – Form of Acknowledgement from Counterparty

From: *[insert name and other details of counterparty or prepare on letterhead]*

To: **Coöperatieve Rabobank U.A.** (as Security Agent)
Croeselaan 18, 3521CB, Utrecht, The Netherlands

CC: **Czarnikow Group Limited** (as Chargor)
Paternoster House, 65 St. Paul's Churchyard, London, United Kingdom, EC4M 8AB

Dated: [•]

English Security Agreement dated [•] 2023 between Czarnikow Group Limited (as Chargor) and Coöperatieve Rabobank U.A. (as Security Agent) (the "Security Agreement")

1. We confirm receipt from Czarnikow Group Limited (the "Chargor") of a notice dated [•] of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of *[insert details of the Relevant Sales Contract / Relevant Sales Contract LC / Custodian Agreements / Logistics Services Agreements]* (the "Contract").
2. We confirm that we accept the instructions contained in the notice and agree to comply with the notice.
3. We confirm that no [amount payable/inventory or goods deliverable] by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.
4. We also confirm that we have not received notice of the interest of any third party in the Contract.
5. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
For: [Contract counterparty]
(Authorised signatory)

Schedule 3— Form of Notice of Assignment

From: [insert name and other details of insurance broker or prepare on letterhead]

To: **Coöperatieve Rabobank U.A.** (as Security Agent)
Croeselaan 18, 3521CB, Utrecht, The Netherlands

CC: **Czarnikow Group Limited** (as Chargor)
Paternoster House, 65 St. Paul's Churchyard, London, United Kingdom, EC4M 8AB

Dated: [●]

English Security Agreement dated [●] 2023 between Czarnikow Group Limited (as Chargor) and Coöperatieve Rabobank U.A. (as Security Agent) (the "Security Agreement")

1. This letter constitutes notice to you that under the Security Agreement we have assigned in favour of Coöperatieve Rabobank U.A. (as trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) as first priority assignee:
 - 1.1. the proceeds of certain claims under the [open cargo]/[insolvency, protected default and political risk] (the "**Insurance**") insurance policy with policy number [insert policy number] relating to [inventory]/[receivables] financed or secured pursuant to certain financing arrangements entered into in connection with the Security Agreement;
 - 1.2. all amounts payable to us under or in connection with certain claims under the Insurances relating to [inventory]/[receivables] financed or secured pursuant to certain financing arrangements entered into in connection with the Security Agreement (including all proceeds and other amounts which we may receive or have received or which we are awarded or are entitled to) or on our behalf or under which we have a right to claim; and
 - 1.3. all of our rights in connection with those amounts,

(together, the "**Assigned Property**").
2. We confirm that:
 - 2.1. we will remain liable under the Insurances to perform all the obligations assumed by us under the Insurance;
 - 2.2. none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance; and
 - 2.3. you should treat any notification to you from the Security Agent as conclusive evidence of the Security Agent's interest as first priority assignee in respect of such rights and amounts.
3. We will also remain entitled to exercise all of our rights under the Insurance and you should continue to give notices under the Insurance to us, unless and until you receive notice from the Security Agent to the contrary. In this event, unless the Security Agent otherwise agrees in writing:
 - 3.1. all amounts payable to us under the Insurance secured by the Security Agreement must be paid to the Security Agent; and
 - 3.2. any of our rights in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.
4. Please note that we have agreed that we will not amend or waive any term of or terminate the Insurance without the prior consent of the Security Agent.

5. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
6. Please note on the relevant contracts the Security Agent's interest as loss payee and the Security Agent's interest as first priority assignee of rights and amounts payable and send to the Security Agent at Cooperatieve Rabobank U.A., Croeselaan 18, 3521CB, Utrecht, The Netherlands, with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.
7. We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.
8. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
9. Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent at Coöperatieve Rabobank U.A., Croeselaan 18, 3521CB, Utrecht, The Netherlands, with a copy to us.

Yours faithfully

.....
(Authorised signatory)

[Czarnikow Group Limited][Coöperatieve Rabobank U.A.] (as Security Agent)]

Schedule 4 - Information required in an initial notice pursuant to the Kenyan Movable Property Security Rights Act

Name of Grantor:	Czarnikow Group Limited
Address of Grantor:	Paternoster House, 65 St. Paul's Churchyard, London, United Kingdom, EC4M 8AB
Name of Secured Creditor:	Coöperatieve Rabobank U.A.
Address of Secured Creditor:	Croeselaan 18, 3521CB, Utrecht, The Netherlands
Description of collateral:	<p>all the Grantor's assets, property and undertaking which are, or are expressed to be, subject to the Security Interests created by, or pursuant to, the security agreement dated [•] between the Grantor and the Secured Creditor (the "Security Agreement"), including the Grantor's rights, benefit and interest, now or in the future, in and to:</p> <ul style="list-style-type: none"> (a) the Designated Inventory; (b) the Documents of Title; (c) the Designated Receivables; (d) the Relevant Insurance Policy Proceeds; (e) the Relevant Sales Contracts; (f) the Relevant Sales Contract LCs; (g) the Relevant Custodian Agreement Rights; (h) the Relevant Logistics Services Agreement Rights; and (i) the Related Rights, <p>(the "Security Assets")</p> <p>and references to the Security Assets shall include references to any part of them;</p>
"Borrower":	<p>(a) the Grantor, Czarnikow East Africa Limited and Czarnikow Tanzania Limited (as the original borrowers); and</p> <p>(b) every other person who becomes a borrower in accordance with Clause [26] (<i>Changes to the Obligors</i>) of the Facility Agreement,</p> <p>unless, in each case, it has ceased to be a Borrower in accordance with Clause [26] (<i>Changes to the Obligors</i>) of the Facility Agreement;</p>
"Borrowing Base Certificate":	has the meaning given to this term in the Facility Agreement;
"Custodian Agreement":	has the meaning given to this term in the Facility Agreement;
"Designated Inventory":	any Inventory, wherever located, that is included in any Borrowing Base Certificate delivered by a Borrower to the Agent and the Security Agent (being the Secured Creditor) under the Facility

Agreement, including any such Inventory (i) that does not constitute (or has ceased, for any reason, to constitute) Eligible Inventory; and (ii) to the extent it exceeds any limit or sub-limit stipulated in relation to such Inventory in the Facility Agreement and, in each case, notwithstanding any defect in the Borrowing Base Certificate;

"Designated Receivable":	any Receivable that arises as a result of a sale of Designated Inventory and which is included in any Borrowing Base Certificate delivered by a Borrower to the Agent and the Security Agent (being the Secured Creditor) under the Facility Agreement, including any such Receivable (i) that does not constitute (or has ceased, for any reason, to constitute) an Eligible Receivable; and (ii) to the extent it exceeds any limit or sub-limit stipulated in relation to such Receivable in the Facility Agreement and, in each case, notwithstanding any defect in the Borrowing Base Certificate;
"Documents of Title":	has the meaning given to this term in the Security Agreement;
"Eligible Buyer":	has the meaning given to this term in the Facility Agreement;
"Eligible Inventory":	has the meaning given to this term in the Facility Agreement;
"Eligible Receivable":	has the meaning given to this term in the Facility Agreement;
"Facility Agreement":	the written USD borrowing base facilities agreement concluded or to be concluded between, among others, the Grantor (as a borrower) and the Secured Creditor, pursuant to which secured credit facilities are made available to the Borrowers;
"Insurance Policy":	the insurance policy listed in Schedule 1 (<i>Insurances</i>) to the Security Agreement;
"Inventory":	white refined industrial sugar, polyethylene terephthalate (PET) resin pellets or any other product (including any commodity) that is owned by the Chargor;
"Logistics Services Agreement":	has the meaning given to this term in the Facility Agreement;
"Receivables":	has the meaning given to this term in the Facility Agreement;
"Related Rights":	<p>in relation to any Designated Receivable, Relevant Insurance Policy Proceeds, Relevant Sales Contract, Relevant Sales Contract LC, Relevant Custodian Agreement Rights or Logistics Services Agreement all rights, benefits or proceeds arising thereunder or pursuant thereto, including but not limited to:</p> <ul style="list-style-type: none"> (a) the benefit of any Security Interest created by an Eligible Buyer or any other person to secure the obligations of that Eligible Buyer in respect of any Designated Receivable, relevant Insurance Policy Proceeds, Relevant Custodian Agreement Rights or Relevant Logistics Services Agreement Rights or under any Relevant Sales Contract or Relevant Sales Contract LC; (b) rights of action and rights to compel the performance of duties arising in relation thereto and the benefit of all indemnities, covenants, remedies and claims for damages for breach in respect thereof; and

- (c) all amounts payable to the Grantor (including all proceeds and other amounts which the Grantor may receive or has received or which the Grantor is awarded or is entitled to) in connection with each Insurance Policy which constitute Relevant Insurance Policy Proceeds;

"Relevant Custodian Agreement Rights": those rights under a Custodian Agreement which relate to the receipt, storage and handling of Designated Inventory;

"Relevant Insurance Policy Proceeds": the proceeds of any claim made under an Insurance Policy but only insofar as such claim relates to any Designated Inventory and/ or any Designated Receivable;

"Relevant Logistics Services Agreement Rights":

those rights under a Logistics Services Agreement which relate to the movement, transportation and handling of Designated Inventory;

"Relevant Sales Contract":

a Sales Contract which provides for the sale and purchase of Designated Inventory and/ or pursuant to which a Designated Receivable arises;

"Sales Contracts":

has the meaning given to this term in the Facility Agreement;

"Sales Contracts LC":

has the meaning given to this term in the Facility Agreement;

"Security Interest":

(a) any mortgage, charge, pledge, bond, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising;

(b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off;

(c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security; and

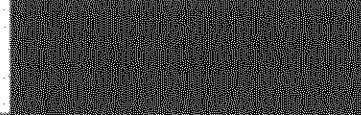
(d) any agreement for any of the foregoing.

SIGNATURE PAGE (1/2)

CHARGOR

Executed and
delivered as a deed
for:

CZARNIKOW GROUP LIMITED



who warrants that he / she is duly authorised
thereto

Name:

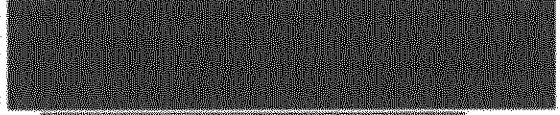
Robin Cave

Capacity:

Director

C.E.O.

CZARNIKOW GROUP LIMITED



who warrants that he / she is duly authorised
thereto

Julian Randles

Director

C.F.O.

SIGNATURE PAGE (2/2)

SECURITY AGENT

For:

COÖPERATIEVE RABOBANK U.A.


COÖPERATIEVE RABOBANK U.A.


Name:

Capacity

Authorised signatory

Authorised signatory


A. van der Horst
Senior Officer Syndicated Loans Agency
Rabobank Proxy AB


R. van Esseveld
Senior Officer Syndicated Loans Agency
Rabobank
Proxy AB