



**Registration of a Charge**

Company Name: **CZARNIKOW GROUP LIMITED**

Company Number: **02650590**



Received for filing in Electronic Format on the: **05/01/2024**

XCU307SH

**Details of Charge**

Date of creation: **28/12/2023**

Charge code: **0265 0590 0117**

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

Brief description: **N/A**

**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 0117

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th December 2023 and created by CZARNIKOW GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2024 .

Given at Companies House, Cardiff on 5th January 2024

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**

**LETTER OF PLEDGE**

**DATED** ... 28 December 2023 .....

Issued by

**CZARNIKOW GROUP LIMITED**

and

**CZARNIKOW EAST AFRICA LIMITED**

to

**COÖPERATIEVE RABOBANK U.A.**



NBMA Advocates LLP  
15<sup>th</sup> Floor, One Africa Place  
Waiyaki Way,  
Westlands  
PO Box 12342 – 00100  
Nairobi | Kenya  
[infoNBO@ENSAfrica.com](mailto:infoNBO@ENSAfrica.com)

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

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

To: Coöperatieve Rabobank U.A., as security agent for and on behalf of the Secured Parties as defined in the Facility Agreement (the "Security Agent")

Croeselaan 18, 3521CB, Utrecht, The Netherlands

..28 December 2023..

date

1. IN CONSIDERATION of the Lenders (as defined in the Facility Agreement) making available facilities to Czarnikow Group Limited (a company incorporated in England with Registration No. 02650590) ("**CGL**"), Czarnikow Tanzania Limited (a company incorporated in the United Republic of Tanzania with Registration No. 116965) ("**CTL**") and Czarnikow East Africa Limited (a company incorporated in the Republic of Kenya with company number C.64031) ("**Czarnikow Kenya**") (CGL, CTL and Czarnikow Kenya together, the "**Original Borrowers**" and each an "**Original Borrower**") pursuant to a USD90,000,000 secured borrowing base facility agreement (that may be increased pursuant to an accordion option of up to USD18,000,000) dated on or about the date of this Letter of Pledge (the "**Facility Agreement**"), each of CGL in its capacity as Original Borrower and Czarnikow Kenya in its capacity as Original Borrower and Original Guarantor as security for each Obligor's obligations pursuant to the provisions of the Facility Agreement hereby agrees that the Security Agent shall have a pledge upon all Designated Inventory and all related warrants, warehouse receipts and documents of title (howsoever described) delivered to the Security Agent (or any of its agents, collateral manager, storer or nominees) that relates to the Designated Inventory(all of which are hereinafter included in the expression the "**pledged goods**") which are now or hereafter either in the possession or constructive possession of the Security Agent as a continuing security for the payment or discharge to you (as trustee for the Secured Parties) of all moneys, obligations and liabilities which may become due, owing, incurred or payable by any Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) together with interest and default interest (as applicable) to date of payment at such rates and upon such terms as may be set out in the Finance Documents or if not so set out, then as may from time to time be agreed and all commission, fees and other charges and all legal and other costs and expenses incurred by the Security Agent (including those of its nominees and agents) in relation to the pledged goods on a full indemnity basis (together the "**Secured Obligations**").
2. Except as expressly defined in this Letter of Pledge, capitalised terms defined in this Letter of Pledge shall have the meanings given to them in the Facility Agreement and:
  - 2.1. "**Designated Inventory**" means, in relation to each of CGL and Czarnikow Kenya, Inventory that is (or was at any time) included in any Borrowing Base Certificate delivered by each of CGL and Czarnikow Kenya to the 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; and

- 2.2. **"Inventory"** means, in relation to each of CGL and Czarnikow Kenya, white refined industrial sugar, polyethylene terephthalate (PET) resin pellets or any other product (including any commodity) owned by it and located in Kenya.

3.

- 3.1. The liability and obligations of each of CGL and Czarnikow Kenya under this Letter of Pledge are joint and several and shall continue until 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 (such date, the **"Discharge Date"**).

- 3.2. For the avoidance of doubt, the parties agree that if the Security Agent considers that an amount paid by any Obligor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of that Obligor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Letter of Pledge.

- 3.3. The failure of any one of CGL and Czarnikow Kenya to perform its obligations hereunder shall not relieve the other of any of its obligations or liabilities under this Letter of Pledge.

4. Each of CGL and Czarnikow Kenya hereby records the terms of such pledge and undertakes and agrees as follows:

- 4.1. On the occurrence of an Event of Default that is continuing the Security Agent may without notice to any person or consent of any person sell, assign, transfer, negotiate or otherwise dispose of the pledged goods and otherwise at such times in such manner and generally on such terms and conditions and for such consideration (whether payable or deliverable immediately or by instalments) as the Security Agent may in its absolute discretion think fit without being under any responsibility to any of CGL or Czarnikow Kenya for the price obtained thereby and the Security Agent may apply the proceeds in or towards the discharge of the costs incurred and of such of the Secured Obligations whether then due and payable or not and in such order as the Security Agent may from time to time conclusively determine.

4.2. CGL and Czarnikow Kenya will, if and when the Security Agent so requires, execute and sign all transfers, delivery orders and other documents which the Security Agent may from time to time require for perfecting the Security Agent's title or for vesting or enabling the Security Agent to vest any of the pledged goods in or for facilitating delivery of the same to the Security Agent or its nominees or any purchaser and to do all such acts and things as may be necessary or expedient for effecting or in connection with any sale or other disposition the Security Agent may make. Each of CGL and Czarnikow Kenya, by way of security, irrevocably appoints the Security Agent to be its true and lawful attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- 4.2.1. to do anything which CGL and/or Czarnikow Kenya (as applicable) is obliged to do (but has not done) under this Letter of Pledge which the attorney may consider necessary or desirable, in each case, to enable the Security Agent to exercise its rights or powers under this Letter of Pledge; and
- 4.2.2. to exercise any of the rights conferred on the Security Agent in relation to the pledged goods including but not limited to the right of the Security Agent and any of its officials or agents to enter the premises where the pledged goods are stored and to perfect possession of the same, in terms of the Facility Agreement and this Letter of Pledge;
- 4.2.3. to sign, seal, deliver and execute (as applicable) any documents on behalf of CGL and/or Czarnikow Kenya in connection with paragraphs 4.2.1 and 4.2.2 above including but not limited to making on behalf of CGL and/or Czarnikow Kenya, any noting and/or registration with any statutory authority as may be required by law.

CGL and Czarnikow Kenya ratifies and confirms and agrees to ratify and confirm anything that any such attorney may lawfully do in exercising or purporting to exercise the power of attorney granted.

- 4.3. Until the Discharge Date, each of CGL and Czarnikow Kenya (as applicable) will keep its pledged goods insured with the Security Agent named as first loss payee on all such insurance policies in accordance with the provisions of the Facility Agreement.
- 4.4. CGL and Czarnikow Kenya shall keep, or shall procure that, the pledged goods are physically segregated from other goods and easily identifiable as being pledged to the Security Agent or as the Security Agent may from time to time direct in writing, and CGL and Czarnikow Kenya will comply with the terms of the applicable Custodian Agreement (as such term is defined in the Facility Agreement).

- 4.5. CGL and Czarnikow Kenya shall procure that, any applicable Custodian (as such term is defined in the Facility Agreement), warehouse or store where the pledged goods are stored, attorns with regard to the pledged goods in the name of the Security Agent as acceptable to the Security Agent, which attornment, among other things, shall contain the provisions substantially in the form set out in Schedule 1 to this Letter of Pledge.
- 4.6. Any warrants, warehouse receipts and documents of title (howsoever described) related to the pledged goods held from time to time by CGL and/or Czarnikow Kenya and not delivered to the Security Agent or to any Custodian (as such term is defined in the Facility Agreement) on its behalf shall be held by it in trust to the order of the Security Agent and CGL and Czarnikow Kenya recognise the Security Agent as the possessor of any such warrants, warehouse receipts and documents of title (howsoever described).
- 4.7. CGL and Czarnikow Kenya shall ensure that any warrants, warehouse receipts and documents of title referred to in paragraph 4.6 above are clearly identified as being pledged to the Security Agent and are in no way damaged or materially altered to prejudice the interest of the Security Agent.
- 4.8. CGL and Czarnikow Kenya shall notify the Security Agent in writing of any details of any warrants, warehouse receipts and documents of title referred to in paragraph 4.6 above as the Security Agent may from time to time request (such notification to be in the form as the Security Agent may from time to time request).
- 4.9. CGL and Czarnikow Kenya shall: (A) if any warrant or other document of title (howsoever described) is issued with regard to the pledged goods, immediately notify the Security Agent in writing of the same; and (B) unless the Security Agent agrees otherwise in writing, immediately deliver to the Security Agent copies (and if available, the originals of) any and all warrants and other documents of title (howsoever described) to pledged goods, it being noted that any warrants, warehouse receipts and documents of title (howsoever described) related to the pledged goods held from time to time by CGL and/or Czarnikow Kenya and not delivered to the Security Agent shall be held by CGL and/or Czarnikow Kenya (as applicable) to the order of the Security Agent in accordance with the provisions of paragraphs 4.6 and 4.7 above.
- 4.10. The Security Agent may from time to time allow CGL and/or Czarnikow Kenya to sell the pledged goods in the ordinary course of its trading activities and in any case in which CGL and/or Czarnikow Kenya does, or purports to, expose or offer for sale or sell the pledged goods, the following provisions shall apply (as appropriate):

- 4.10.1. as between CGL and/or Czarnikow Kenya and any purchaser of the pledged goods, CGL and/or Czarnikow Kenya shall sell as principal and not as agent for the Security Agent;
- 4.10.2. CGL and Czarnikow Kenya shall ensure that nothing in any sale by CGL and/or Czarnikow Kenya shall render the Security Agent liable to any purchaser of the pledged goods, whether under the law of contract, tort, restitution, trust or bailment, and CGL and Czarnikow Kenya shall save and keep harmless the Security Agent against all or any liability, however arising; and
- 4.10.3. upon a sale by CGL and/or Czarnikow Kenya made in accordance with the terms of the Facility Agreement and this Letter of Pledge (as applicable), the relevant pledged goods shall be released from the pledge once any payments received pursuant to the sale of the relevant pledged goods are credited to the applicable Collection Account (as such term is defined in the Facility Agreement) and the applicable Custodian has released the relevant pledged goods from the relevant Approved Kenya Locations acting on the instructions of the Security Agent. CGL and Czarnikow Kenya hereby confirm that the Security Agent or its agent is authorised to give a good discharge for any moneys received by it pursuant to the exercise of its power of sale and a purchaser shall not be bound to enquire whether such power of sale has arisen as herein provided nor be concerned with the manner of application of the proceeds of sale.
- 4.11. CGL and Czarnikow Kenya will pay all freight, warehouse, insurance, logistics, collateral management, dock, transit and other charges, rent and all other costs of and incidental to the pledged goods and indemnify the Security Agent against the same.
- 4.12. The Security Agent may at its option insure and store or arrange for the storage of all or any of the pledged goods but the Security Agent shall not be responsible for any loss or damage resulting from the Security Agent's omission so to insure or store.
- 4.13. The Security Agent will not be liable to account as a mortgagee in possession or for default by any warehouse keeper, Custodian, broker, auctioneer or other person employed in connection with the pledged goods or the sale or other disposition thereof or for any neglect, default, loss or damage in connection with the pledged goods howsoever caused.
- 4.14. Each of CGL and Czarnikow Kenya hereby authorises the Security Agent to register an initial notice and such amendment notices as may be required from time to time under the provisions of the Movable Property Security Rights Act, 2017 and regulations made thereunder. For purposes of the Movable Property Security Rights Act, 2017, particulars of



the grantor, the secured creditor and the collateral are as set out in Schedule 2 (Information required in an initial notice pursuant to the Movable Property Security Rights Act).

5. CGL and Czarnikow Kenya hereby declare that they have a good right to pledge to the Security Agent the pledged goods and to execute or sign any transfers, delivery orders or other requisite documents when called upon and that the pledged goods are within CGL's and Czarnikow Kenya's own disposition, ownership and control and are and will remain free from any other pledge, charge, lien (other than in the ordinary course of trading) or encumbrance of any kind, save for any encumbrance created under this Letter of Pledge or under any other Finance Document.
6. CGL and Czarnikow Kenya hereby agree to indemnify the Security Agent, the Security Agent's correspondents and agents on demand against all losses, actions, claims, expenses, demands and liabilities of whatever nature now or hereafter incurred by (or by any agent, officer or employee of) the Security Agent or any of them for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by any of CGL and/or Czarnikow Kenya of any of their obligations hereunder in accordance with the provisions of the Facility Agreement.
7. The Security Agent's right to sell or otherwise dispose of the pledged goods shall become immediately exercisable on the occurrence of an Event of Default that is continuing without prejudice to the Security Agent's right to demand payment and discharge of the Secured Obligations.
8. Czarnikow Kenya warrants that it shall comply with all the provisions of the Crops Act, 2013 and that all the pledged goods which comprise scheduled crops as defined under the Crops Act, 2013 shall have been and will be grown, manufactured or processed in accordance with the Crops Act, 2013 and shall have been and will be bought, sold or offered for sale from a registered grower or dealer of such scheduled crop, if failure so to comply would materially impair its ability to perform its obligations under the Transaction Documents.
9. The pledge is a continuing security notwithstanding the liquidation or any change in the constitution of CGL and/or Czarnikow Kenya or any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any guarantee, lien, pledge, bill, note, mortgage or other security or right or remedy (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Security Agent and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Security Agent now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which the Security Agent may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

10.

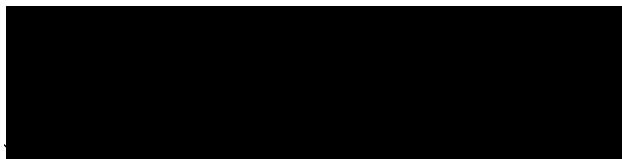
- 10.1. Moneys received or held by the Security Agent pursuant to this Letter of Pledge may from time to time after demand has been made be converted into such other currency as the Security Agent considers necessary or desirable to cover the obligations and liabilities actual or contingent of CGL and Czarnikow Kenya in that currency at the then prevailing spot rate of exchange (as conclusively determined by the Security Agent) for purchasing the currency to be acquired with the existing currency.
- 10.2. The Security Agent shall not be liable to CGL and/or Czarnikow Kenya for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.
- 10.3. No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability in respect of which it was made unless and until the Security Agent shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Security Agent shall have a further separate cause of action against CGL and Czarnikow Kenya and shall be entitled to enforce this Letter of Pledge to recover the amount of the shortfall.
11. Any notice or demand for payment by the Security Agent hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on CGL and Czarnikow Kenya if delivered at its address stated below or served on any one of its directors.
12. Unless a contrary indication appears, terms defined in, or construed for the purposes of, the Facility Agreement have the same meanings when used in this Letter of Pledge (unless the same are otherwise defined in this Letter of Pledge).
13. References in this Letter of Pledge to the Facility Agreement or any other agreement or instrument is a reference to the Facility Agreement or such other agreement or instrument as amended or novated, supplemented, extended or restated.
14. Reference to the Security Agent in this Letter of Pledge shall where the context admits include the Security Agent's successors and assigns whether immediate or derivative. Any reconstruction reorganisation or change in the Security Agent's constitution or the Security Agent's absorption in or amalgamation with any other person or the acquisition of all or part of the Security Agent's undertaking by any other person shall not in any way prejudice or affect the Security Agent's rights hereunder.

15. This Letter of Pledge shall be governed by and interpreted in accordance with Kenyan law and CGL and Czarnikow Kenya irrevocably submit to the non-exclusive jurisdiction of the Kenyan courts but this Letter of Pledge may be enforced in any court of competent jurisdiction.
16. This Letter of Pledge may be executed in any number of counterparts (including any counterpart executed and forwarded by email in portable document format), and this has the same effect as if the signatures on the counterparts were on a single copy of this Letter of Pledge.

IN WITNESS WHEREOF this Letter of Pledge has been executed as a deed by CGL and Czarnikow Kenya and delivered on the date specified above.

Executed and delivered as a deed by **CZARNIKOW GROUP LIMITED** acting by the directors referred to below:

Signature:



who warrants that he / she is duly authorised thereto

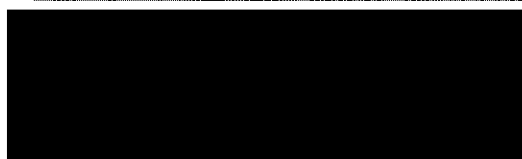
Name:

**Julian Randles**

**C.F.O.**

Capacity/Title:

Signature:



who warrants that he / she is duly authorised thereto

Name:

**Robin Cave**

**C.E.O.**

Capacity/Title:


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

E-mail: jrandles@czarnikow.com; tepshteyn@czarnikow.com; rmartins@czarnikow.com;  
bb2023@czarnikow.com

Attention: Julian Randles, Tanya Epshteyn, and Rodrigo Martins

Executed and delivered as a deed by **CZARNIKOW EAST AFRICA LIMITED** acting by the directors referred to below:

Signature:



who warrants that he / she is duly authorised thereto

Name: Julian Norman Randles

Capacity/Title: Director

Signature:



who warrants that he / she is duly authorised thereto

Name: Robin Cave

Capacity/Title: Director

Physical Address: I & M Bank House, Second Ngong Avenue, Nairobi, Kenya

E-mail: jrandles@czarnikow.com ; tepshteyn@czarnikow.com; rmartins@czarnikow.com; bb2023@czarnikow.com

Attention: Julian Randles, Tanya Epshteyn, and Rodrigo Martins

Executed and delivered as a deed by COÖPERATIEVE RABOBANK U.A. acting by the authorised signatories referred to below:

Signature:



Senior Officer Syndicated Loans Agency  
authorised thereto

Name:

Capacity/Title: Senior Officer Syndicated Loans Agency

Signature:



Name:

Capacity/Title: Senior Officer Syndicated Loans Agency

Physical Address: Croeselaan 18, 3521CB, Utrecht, The Netherlands

E-mail: [agency.structureddealteam@rabobank.com](mailto:agency.structureddealteam@rabobank.com)

Attention: Structured Dealteam

**Schedule 1 ATTORNMENT**

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

We, [●] hereby:

- (a) confirm that we are aware of the USD90,000,000 secured borrowing base facility agreement (including an accordion option of up to USD18,000,000) dated [●] between, among others, Czarnikow Group Limited and Czarnikow East Africa Limited (as borrowers) and Coöperatieve Rabobank U.A. (as lender, agent and security agent) (the "**Facility Agreement**");
- (b) attorn to Coöperatieve Rabobank U.A., (as Security Agent under and as defined in the Facility Agreement) and recognise it as the possessor of all white refined industrial sugar, polyethylene terephthalate (PET) resin pellets or any other product (including any commodity) situated in Kenya and all related warrants, warehouse receipts and documents of title (howsoever described) delivered to the Security Agent (or any of its agents, collateral manager, storer or nominees) that is included from time to time in any Borrowing Base Certificate under (and as defined in) the Facility Agreement delivered to it by Czarnikow Group Limited and/or Czarnikow East Africa Limited (the "**pledged goods**") and acknowledge that the pledged goods are subject to a pledge in favour of Coöperatieve Rabobank U.A., (as Security Agent under and as defined in the Facility Agreement);
- (c) confirm that we shall hold the pledged goods to the order of Coöperatieve Rabobank U.A., (as Security Agent under and as defined in the Facility Agreement), its successors and assigns whether immediate or derivative; and
- (d) recognise the rights of Coöperatieve Rabobank U.A., (as Security Agent under and as defined in the Facility Agreement) as the pledgee to enter the Approved Kenya Locations (as defined in the Facility Agreement) and to remove any and all of the pledged goods, and we hereby waive all liens and rights of retention on the pledged goods.

Dated .....

.....

for and on behalf of [insert name of Custodian]

**Schedule 2 INFORMATION REQUIRED IN AN INITIAL NOTICE PURSUANT TO THE MOVABLE PROPERTY SECURITY RIGHTS ACT, 2017**

Names of grantor: Czarnikow Group Limited a company incorporated in a company incorporated in England with Registration No. 02650590 ("**CGL**")

Czarnikow East Africa Limited a company incorporated in the Republic of Kenya with company number C.64031 ("**Czarnikow Kenya**")

Addresses of grantors: Czarnikow Group Limited: Paternoster House, 65 St. Paul's Churchyard, London, United Kingdom, EC4M 8AB

Czarnikow East Africa Limited: I & M Bank House, Second Ngong Avenue, P.O. Box 10517 – 00100 Nairobi, Kenya

Name of secured creditor: Coöperatieve Rabobank U.A. (the "**Security Agent**")

Address of secured creditor: Croeselaan 18, 3521CB, Utrecht, The Netherlands

Description of collateral: Pursuant to a letter of pledge dated [●] (the "**Kenyan Pledge Agreement**"), all Designated Inventory and all related warrants, warehouse receipts and documents of title (howsoever described) delivered to the Security Agent (or any of its agents, collateral manager, storer or nominees) that relates to the Designated Inventory from time to time, where:

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

**"Designated Inventory"** means, in relation to each grantor, Inventory that is included in any Borrowing Base Certificate delivered by that grantor to the 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;

**"Eligible Inventory"** has the meaning given to this term in the Facility Agreement;

**"Facility Agreement"** means a USD90,000,000 secured borrowing base facility agreement (including an accordion option of up USD18,000,000) dated on or about the date of the Kenyan Pledge Agreement; and



**"Inventory"** means, in relation to each grantor, white refined industrial sugar, polyethylene terephthalate (PET) resin pellets or any other product (including any commodity) owned by it and located in Kenya.