



Registration of a Charge

Company name: **E D & F MAN HOLDINGS LIMITED**

Company number: **03909548**



X9DVLFQZ

Received for Electronic Filing: **18/09/2020**

Details of Charge

Date of creation: **11/09/2020**

Charge code: **0390 9548 0004**

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

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

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

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3909548

Charge code: 0390 9548 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2020 and created by E D & F MAN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th September 2020 .

Given at Companies House, Cardiff on 21st September 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

SECURITY AGREEMENT
(SHARES IN BROKERAGE PARENT COMPANIES)

DATED 11 September **2020**

BETWEEN

E D & F MAN HOLDINGS LIMITED
as Chargor

and

COÖPERATIEVE RABOBANK U.A.
as Core Security Agent

This Deed is entered into subject to the terms of the Intercreditor Agreement
(as defined herein)

ALLEN & OVERY

Allen & Overy (Czech Republic) LLP, organizační složka

0095257-0000017 UKO1: 2001363886.4

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THIS DEED is dated 11 September 2020 and is made BETWEEN:

- (1) **E D & F MAN HOLDINGS LIMITED**, a company incorporated in England and Wales with registration number 03909548, the registered office of which is 3 London Bridge Street, London SE1 9SG, United Kingdom (the **Chargor**); and
- (2) **COÖPERATIEVE RABOBANK U.A.** (the **Core Security Agent**) as agent and trustee for the Secured Parties.

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Intercreditor Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Debt Document has the meaning given to that term in the Intercreditor Agreement.

Enforcement Trigger means that an Event of Default has occurred under any Secured Debt Document and notice of such Event of Default has been given (while it is continuing) in accordance with the provisions of any Secured Debt Document (as each term is defined in the Intercreditor Agreement).

Event of Default has the meaning given to that term in the Intercreditor Agreement.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Deed and made between, among others, E D & F Man Holdings Limited as parent and Coöperatieve Rabobank U.A. as intercreditor agent.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed.

Related Rights means:

- (a) any dividend, interest or other distribution paid or payable in relation to any Shares; and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Secured Obligations has the meaning given to that term in the Intercreditor Agreement.

Secured Parties means the Core Security Agent, the Borrowing Base Security Agent, the Intercreditor Agent, the Core Creditors, the Secured Creditors in respect of the Borrowing Base Liabilities, the Secured Creditors in respect of the LC Liabilities, the Secured Creditors in respect of the MCM Brokerage Liabilities, the ANZ Parties, Hedge Counterparties and any Receiver or Delegate (each from time to time and as each term is defined in the Intercreditor Agreement).

Security Asset means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Shares means:

- (a) the shares set out opposite the Chargor's name in Schedule 1 (Shares), together with any other shares held by the Chargor in a Subject Company as at the date of this Deed; and
- (b) all other shares issued by any Subject Company in which the Chargor acquires rights at any time during the Security Period.

Subject Company means each company identified in the corresponding column of the table in Schedule 1 (Shares).

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case, in respect of or derived from that asset;
 - (ii) the term **this Security** means any Security created by this Deed; and
 - (iii) 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).
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

- (e) If the Core Security Agent considers that an amount paid to a Secured Party under a Debt 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.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Debt Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of a Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) 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 paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) The Chargor shall pay or discharge the Secured Obligations in the manner, and at the times, provided for in the Debt Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Core Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Core Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Shares

The Chargor charges by way of a first fixed charge:

- (a) all the Shares; and
- (b) all Related Rights.

3. RESTRICTIONS ON DEALINGS

The Chargor shall not:

- (a) create or permit to subsist any Security over any Security Asset; or

- (b) 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,

where prohibited by the Debt Documents or this Deed.

4. REPRESENTATIONS

4.1 Representations

Subject to the Legal Reservations, each Chargor makes the representations and warranties in this Clause 4 to each Secured Party.

4.2 No filing or stamp Taxes

Subject to the Legal Reservations, under the laws of its Relevant Jurisdictions, it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in any of those jurisdictions or that any stamp, registration, notarial or similar tax or fee be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of particulars of this Deed at Companies House in England and Wales under section 859A of the Companies Act 2006, which registrations, filings will be made promptly after the date of this Deed.

4.3 Nature of security

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

4.4 Shares

- (a) The Shares are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right.
- (b) The Shares represent the whole of the issued share capital of each Subject Company.
- (c) The Chargor is the sole legal and the sole beneficial owner of the Shares set out opposite its name in Schedule 1 (Shares).
- (d) The Shares are free of any Security (except for any Security created by or pursuant to the Security Documents) and any other rights or interests in favour of third parties.

4.5 Times for making representations

- (a) The representations and warranties in this Deed (including in this Clause 4) are made by the Chargor on the date of this Deed.
- (b) The representations and warranties under this Deed are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, each Utilisation Date and the first day of each Interest Period.

5. SHARES

5.1 Deposit

The Chargor shall immediately:

- (a) deposit with the Core Security Agent or, as the Core Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the Security Assets; and
- (b) execute and deliver to the Core Security Agent all share transfers and other documents which may be requested by the Core Security Agent in order to enable the Core Security Agent or its nominees to be registered as the owner of, or otherwise obtain a legal title to, any Security Assets.

5.2 Changes to rights

The Chargor shall not take any action or allow the taking of any action on its behalf which may result in the rights attaching to any Security Assets being altered or further shares in any Subject Company being issued without the consent of the Core Security Agent, which shall not be unreasonably withheld.

5.3 Calls

- (a) The Chargor shall pay all calls and other payments due and payable in respect of any Security Assets.
- (b) If the Chargor fails to do so, the Core Security Agent may pay any such calls or other payments in respect of any of its Security Assets on behalf of the Chargor. The Chargor shall, immediately on request, reimburse the Core Security Agent for any payment made by the Core Security Agent under this Clause 5.3.

5.4 Other obligations in respect of Security Assets

- (a) The Chargor shall comply with, all requests for information which are within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document or which are made by any listing or other authority, relating to any Security Assets. If it fails to do so, the Core Security Agent may elect to provide such information as it may have on behalf of the Chargor.
- (b) The Chargor shall comply with all other conditions and obligations assumed by it in respect of any Security Assets.
- (c) The Core Security Agent is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Security Asset.

5.5 Voting rights and dividends

- (a) Before this Security becomes enforceable the Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of the Security Assets.
- (b) Before this Security becomes enforceable if the voting rights or other rights or powers are exercisable by the Core Security Agent or its nominee, the Core Security Agent (or its nominee) shall exercise (or refrain from exercising) them in any manner which the Chargor may direct in writing. The Core Security Agent (or that nominee) shall execute any form of proxy or other document which the Chargor may reasonably require for this purpose.
- (c) Before this Security becomes enforceable all dividends, distributions or other income paid or payable in relation to any of its Security Assets shall be paid directly to the Chargor.
- (d) Before this Security becomes enforceable, the Core Security Agent shall use its reasonable endeavours to forward promptly to the Chargor all material notices, correspondence and other communication it receives in relation to any of its Security Assets.
- (e) The Chargor shall indemnify the Core Security Agent against any cost, loss or liability incurred by the Core Security Agent (other than arising from the gross negligence, wilful default or fraud of the Core Security Agent) as a consequence of the Core Security Agent acting (or refraining from acting) in respect of any Security Assets as permitted by this Deed on the direction of the Chargor.
- (f) After an occurrence of an Enforcement Trigger:
 - (i) the Core Security Agent may exercise (or refrain from exercising), in the name of the Chargor and without any further consent or authority on the part of the Chargor, any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise; and
 - (ii) if any Security Assets remain registered in the name of the Chargor, the Chargor irrevocably appoints the Core Security Agent or its nominee as its proxy to exercise all voting rights and other rights or powers in respect of any of those Security Assets.

6. PEOPLE WITH SIGNIFICANT CONTROL (PSC) REGIME

6.1 Definitions

In this Clause 6:

Act means the Companies Act 2006; and

Security Interest means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

6.2 Representations relating to the PSC regime

- (a) Each Chargor represents on the date of this Deed that, in respect of each company incorporated in the United Kingdom whose shares are subject to any Security Interest created under any Security Document (and in each case, to the extent required by law):

- (i) it has complied on time with any notice it has received under Part 21A of the Act from that company; and
 - (ii) it has not received any “warning notice” or “restrictions notice” (in each case as defined in Schedule 1B of the Act) in respect of those shares.
- (b) Each Chargor incorporated in the United Kingdom represents on the date of this Deed that the copy of the “PSC Register” (within the meaning of section 790(C)(10) of the Act) of that company included in Schedule 2 (PSC Register) is correct, complete and has not been amended or superseded.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Enforcement Trigger

This Security shall become immediately enforceable upon the occurrence of an Enforcement Trigger.

7.2 Discretion

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

7.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, 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

- (a) 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.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

8.2 No liability as mortgagee in possession

Neither the Core 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 Core Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

8.4 Protection of third parties

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Core Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Debt Documents; or
- (d) how any money paid to the Core Security Agent or to that Receiver is to be applied.

8.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Core Security Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) 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).
- (b) The Chargor shall pay to the Core Security Agent, immediately on demand, the costs and expenses incurred by the Core 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 Debt Documents but at a time when amounts may or will become due, the Core 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

- (a) 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 Core 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.
- (b) Where any financial collateral is appropriated:
 - (i) 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;
 - (ii) 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
 - (iii) in any other case, its value will be such amount as the Core 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 Secured 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

- (a) Except as provided below, the Core Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargor so requests the Core Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above shall be by deed, under seal or in writing under its hand.
- (c) 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 Act) does not apply to this Deed.
- (d) The Core 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 Section 1A of the Insolvency Act 1986.

9.2 Removal

The Core Security Agent may by writing under its hand 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 Core Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) shall not apply.

9.4 Agent of the Chargor

- (a) 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 Act. 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.
- (b) 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 Core 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 Core Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10. POWERS OF RECEIVER

10.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 10 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

- (b) 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 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 Sale of assets

- (a) 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.
- (b) 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.

10.4 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.

10.5 Delegation

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

10.6 Other powers

A Receiver may:

- (a) 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;
- (b) 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
- (c) 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 Core 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 Core Security Agent and applied in the following order of priority:

- (a) in or towards payment of or provision for the Secured Obligations in accordance with the terms of the Intercreditor Agreement; and
- (b) 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 Chargor shall:

- (a) immediately on demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

13. DELEGATION

13.1 Power of Attorney

The Core 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 Core Security Agent or that Receiver (as the case may be) may think fit.

13.3 Liability

Neither the Core 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 or sub-delegate.

14. FURTHER ASSURANCES

- (a) The Chargor shall promptly, at its own expense, take whatever action the Core Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Core Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes (without limitation):
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Core Security Agent, its nominee or any other person; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,which, in any such case, the Core Security Agent may consider necessary or desirable.

15. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Core Security Agent, each Receiver and any of their respective delegates or sub-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 lawful 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 Core Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

16. PRESERVATION OF SECURITY

16.1 Reinstatement

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

16.2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 16, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party):

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment of any Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- (f) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Debt Document or any other document or security; or
- (g) any insolvency, resolution or similar proceedings.

16.3 Chargor intent

- (a) Without prejudice to the generality of Clause 16.2 (Waiver of defences), the Chargor acknowledges that the Debt Documents may from time to time be amended.
- (b) The Chargor confirms its intention that:
 - (i) any amendment to a Debt Document is within the scope of the Secured Obligations and this Security; and
 - (ii) the Secured Obligations and this Security extend to any amount payable by the Chargor under or in connection with a Debt Document as amended.
- (c) The Chargor agrees that the confirmations in paragraph (b) above apply regardless of:
 - (i) why or how a Debt Document is amended (including the extent of the amendment and any change in or addition to the parties);
 - (ii) whether any amount payable by an Obligor under or in connection with the amended Debt Document in any way relates to any amount that would or may have been payable had the amendment not taken place;
 - (iii) the extent to which the Chargor's liability under this Deed (whether present or future, actual or contingent), or any right it may have as a result of entering into or performing its obligations under this Deed, changes or may change as a result of the amendment; and
 - (iv) whether the Chargor was aware of or consented to the amendment.

16.4 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or provision of a Debt Document to the contrary.

16.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

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

16.6 Deferral of Chargor's rights

Unless the Security Period has expired or the Core Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other person who has provided security or a guarantee in respect of any Obligor's obligations under the Debt Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has granted security under this Deed;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

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

16.7 Additional Security

- (a) This Security is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

16.8 Security held by the Chargor

The Chargor shall not, without the prior consent of the Core Security Agent, hold any security from any other Obligor in respect of the Chargor's liability under this Deed. The Chargor shall hold any security held by it in breach of this provision on trust for the Core Security Agent.

17. MISCELLANEOUS

17.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

17.2 Tacking

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

17.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.

- (b) 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.
- (c) 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.

17.4 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 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.

17.5 Core Security Agent

The Core Security Agent executes this Deed in the exercise of the powers and authority conferred upon and vested in it in the Intercreditor Agreement, and will exercise its powers and authority under this Deed in the manner provided for in the Intercreditor Agreement. In so acting, the Core Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement (and, in the event of any inconsistency between this Deed and the Intercreditor Agreement in respect of such matters, the Intercreditor Agreement shall prevail).

18. RELEASE

At the end of the Security Period, the Core Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security.

19. NOTICES

Communications under this Deed shall be made in accordance with Clause 25 (Notices) of the Intercreditor Agreement.

20. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law, and may be waived only in writing and specifically.

21. GOVERNING LAW

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

22. ENFORCEMENT

22.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, to the extent allowed by law:
 - (i) no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) the Secured Parties may take concurrent proceedings in any number of jurisdictions.

22.2 Waiver of immunity

The Chargor irrevocably and unconditionally:

- (a) waives all rights of immunity to which it or its assets may be entitled;
- (b) agrees not to claim any immunity from:
 - (i) proceedings brought in any jurisdiction against it or its assets by a Secured Party in relation to a Dispute;
 - (ii) recognition or enforcement in any jurisdiction of any judgment or order given in relation to a Dispute; or
 - (iii) execution, attachment or other legal process in any jurisdiction against it or its assets in relation to a Dispute,and, in each case, to ensure that no such claim is made on its behalf;
- (c) submits to the jurisdiction of any court in relation to the recognition of any judgment or order given in relation to a Dispute; and
- (d) consents generally to the enforcement in any jurisdiction of any judgment or order given in relation to a Dispute and the giving of any relief in any jurisdiction, whether before or after final judgment, including, without limitation:
 - (i) relief by way of interim or final injunction or order for specific performance or recovery of any assets; and
 - (ii) execution, attachment or other legal process against any assets (irrespective of their use or intended use).

23. CONTRACTUAL RECOGNITION OF BAIL-IN

23.1 Definitions

In this Clause 23:

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to the United Kingdom (to the extent that the United Kingdom is not an EEA Member Country which has implemented or implements, Article 55 BRRD), Part 1 of the United Kingdom's Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings); and
- (c) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Resolution Authority means anybody which has authority to exercise any Write-down and Conversion Powers.

Write-down and Conversion Powers means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (b) in relation to the United Kingdom's Bail-In Legislation or any other applicable Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right has been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that Bail-In Legislation.

23.2 Contractual recognition of bail-in

Notwithstanding any other term of any Debt Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Debt Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Debt Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

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

SHARES

Chargor	Subject Company	Number of Shares	Class
E D & F Man Holdings Limited	E D & F Man Financial Services Holdings Limited	7,650,000	Ordinary USD 1 each
	E D & F Man Capital Markets Limited	17,070,000 6,700,000	Ordinary USD 10 each Ordinary GBP 1 each

SCHEDULE 2
PSC REGISTER

COMPANY NAME	E D & F MAN FINANCIAL SERVICES HOLDINGS LIMITED	COMPANY NUMBER	9038255
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Register of People with Significant Control

Details of registrable Relevant Legal Entity (RLE)

Name of the legal entity:	E D & F Man Holdings Limited		
The address of its registered or principal office:	3 London Bridge Street London SE1 9SG		
The legal form of the entity and the law by which it is governed:	Private company limited by shares England		
If applicable, a register in which it appears (including details of the state) and its registration number:	Registrar of Companies for England & Wales 3909548		
The date when it became a registrable RLE in relation to the company:	6 April 2016¹		
Conditions under which the RLE is a PSC Holds directly/indirectly:	Shares 75% or more of the shares in the Company.	Voting Rights 75% or more of the voting rights in the Company.	Directors' Appointments the right to appoint or remove a majority of the board of directors of the Company.
Where applicable, the date when it ceased to be a registrable RLE in relation to the Company:			

¹ i.e. effective date Part 21A and *Schedule 1A Companies Act 2006* came into force.

COMPANY NAME	E D & F MAN CAPITAL MARKETS LIMITED	COMPANY NUMBER	1292851
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Register of People with Significant Control

Details of registrable Relevant Legal Entity (RLE)

Name of the legal entity:	E D & F Man Holdings Limited		
The address of its registered or principal office:	3 London Bridge Street London SE1 9SG		
The legal form of the entity and the law by which it is governed:	Private company limited by shares England		
If applicable, a register in which it appears (including details of the state) and its registration number:	Registrar of Companies for England & Wales 3909548		
The date when it became a registrable RLE in relation to the company:	6 April 2016¹		
Conditions under which the RLE is a PSC Holds directly/indirectly:	Shares	Voting Rights	Directors' Appointments
	75% or more of the shares in the Company.	75% or more of the voting rights in the Company.	the right to appoint or remove a majority of the board of directors of the Company.
Where applicable, the date when it ceased to be a registrable RLE in relation to the Company:			

¹ i.e. effective date Part 21A and *Schedule 1A Companies Act 2006* came into force.

SIGNATORIES

Chargor

EXECUTED AS A DEED by
ED & F MAN HOLDINGS LIMITED
acting by

)
)
)

Director:

In the presence of:

Witness's signature:

Name: MATTHIEU WAQIA

Address:

Clifford Chance LLP
10 Upper Bank Street
Canary Wharf
London
E14 5JJ

Core Security Agent

COÖPERATIEVE RABOBANK U.A.
acting by

)
)

Authorised Signatory:

Name:

Authorised Signatory:

Name:

SIGNATORIES

Chargor

EXECUTED AS A DEED by)
E D & F MAN HOLDINGS LIMITED)
acting by)

Director:

In the presence of:

Witness's signature:

Name:

Address:

Core Security Agent


COÖPERATIEVE RABOBANK U.A.)
acting by)


Authorised Signatory:

Name:

Authorised Signatory:

Name:


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


Rabobank
H.J. Kroese-Beltman
Head of Syndicated Loans Agency
Rabobank Proxy AB