



**Registration of a Charge**

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

Company Number: **03909548**



XA6OV31M

Received for filing in Electronic Format on the: **15/06/2021**

**Details of Charge**

Date of creation: **14/06/2021**

Charge code: **0390 9548 0010**

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

Brief description: **NONE**

**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 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2021 and created by E D & F MAN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th June 2021 .

Given at Companies House, Cardiff on 16th June 2021

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**

## **SUPPLEMENTAL SECURITY AGREEMENT**

**DATED** 14 June **2021**

**BETWEEN**

**E D & F MAN HOLDINGS LIMITED**  
**as Chargor**

**and**

**COÖPERATIEVE RABOBANK U.A.**  
**as Core Security Agent**

**relating to**  
**The Original Security Agreement dated 11 September 2020**

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

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**THIS DEED** is dated 14 June 2021 and is made

**BETWEEN:**

- (1) **E D & F MAN HOLDINGS LIMITED** (Registered number 03909548) (the **Chargor**); and
- (2) **COÖPERATIEVE RABOBANK U.A.** (the **Core Security Agent**) as agent and trustee for the Secured Parties.

**BACKGROUND:**

- (A) Under a security agreement dated 11 September 2020 between the Chargor and the Core Security Agent (the **Original Security Agreement**), the Chargor charged by way of first legal mortgage, first fixed charge, absolute assignment, subject to proviso for re-assignment on redemption, and assignment by way of security (as applicable) certain of its assets as security for the Secured Obligations.
- (B) In accordance with the Common Terms Agreement and Step I of the Group Restructuring Paper, Agman Holdings Limited has transferred all its shares in E D & F Man Intermediary Limited to the Chargor and, accordingly, the Chargor has agreed to enter into this supplemental Deed in connection with the Original Security Agreement.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) 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. INTERPRETATION**

**1.1 Construction**

- (a) In this Deed:

**Shares** means:

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

**Subject Company** means E D & F Man Intermediary Limited (Registered number 12271079).

- (b) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (c) The provisions of clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to "this Deed" will be construed as references to this Deed.
- (d) Unless a contrary indication appears, a reference in this Deed to:
  - (i) a Debt Document or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (ii) the term **this Security** means any Security created by this Deed.

- (e) 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 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 any 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 of the Chargor; 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 all the Shares.

### **2.3 Confirmation**

The Chargor confirms that, as security for the payment of the Secured Obligations:

- (a) it has charged in favour of the Core Security Agent by way of first legal mortgage and (as applicable) first fixed charge the assets specified in schedules 3 (Shares) and 4 (Other Security Assets) and referred to in clauses 2.3 (Land) to 2.7 (Insurances) and clauses 2.9 (Intellectual property) and 2.10 (Miscellaneous) of the Original Security Agreement;
- (b) it has assigned to the Core Security Agent absolutely, subject to proviso for re-assignment on redemption, and (as applicable) by way of security the assets specified in schedule 2 (Details of Assigned Receivables) and referred to in clauses 2.2 (Assigned Receivables) and 2.8 (Other contracts) of the Original Security Agreement; and
- (c) it has charged in favour of the Core Security Agent by way of a first floating charge the assets referred to in clause 2.11 (Floating charge) of the Original Security Agreement.

## **3. INCORPORATION**

The provisions of clause 3 (Representations – general), clause 4 (Restrictions on dealings), clause 6 (Investments) and clause 10 (People with Significant Control (PSC) Regime) to clause 27 (Contractual

recognition of bail-in) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

#### **4. CONTINUATION**

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is designated a Debt Document.

#### **5. GOVERNING LAW**

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

**THIS DEED** has been executed and delivered as a deed 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 Intermediary Limited	583,000,100	Ordinary USD 1 each

**SCHEDULE 2**  
**PSC REGISTERS**

Company name	E D & F MAN INTERMEDIARY LIMITED	Company number	12271079
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Register of Persons with Significant Control

Details of registrable relevant legal entity (**RLE**)

Name of legal entity	E D & F Man Holdings Limited		
Registered address	3, London Bridge Street, London SE1 9SG		
Legal form of entity Law under which it is incorporated	Private company limited by shares England and Wales		
Registry in which legal entity appears Registration number	Registrar of Companies for England and Wales 3909548		
Date when it became a registrable RLE in relation to the Company	8 December 2020		
Conditions under which the RLE is a PSC  Holds directly/ <del>indirectly</del>	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
The date when it ceased to be a registrable RLE in relation to the Company (if applicable)			

## SIGNATORIES

### Chargor

EXECUTED AS A DEED by

E D & F MAN HOLDINGS LIMITED

acting by *JADE MOORE*

REDACTED  
UNDER S859G OF  
THE COMPANIES  
ACT 2006

)

)

Director

In the presence of:

Witness's signature: .....

REDACTED  
UNDER S859G OF  
THE COMPANIES  
ACT 2006

Name: ..... *MICHAEL Broom* .....

Address: ..... REDACTED UNDER S859G OF THE COMPANIES  
ACT 2006 .....

### Core Security Agent

EXECUTED AS A DEED by

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

EXECUTED AS A DEED by

)

COÖPERATIEVE RABOBANK U.A.

)

acting by REDACTED

)

UNDER S859G OF  
THE COMPANIES  
ACT 2006

Authorised Signatory

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

Name: .....

Authorised Signatory: .....

Name: REDACTED

UNDER  
S859G OF  
THE  
COMPANIES  
ACT 2006

*R. van Esseveld*  
Senior Officer Syndicates  
Rabobank  
Proxy AB