



Registration of a Charge

Company name: **RHODIUM INTERNATIONAL TRADING UK LIMITED**

Company number: **11568690**



X95C6L3V

Received for Electronic Filing: **18/05/2020**

Details of Charge

Date of creation: **14/05/2020**

Charge code: **1156 8690 0002**

Persons entitled: **ALMASTONE OPPORTUNITIES I LIMIED (AS LENDER (AS DEFINED IN THE SUPPLEMENTAL DEED OF ASSIGNMENT))**

Brief description: **N/A**

Contains fixed charge(s).

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:

RACHEL HOLT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11568690

Charge code: 1156 8690 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th May 2020 and created by RHODIUM INTERNATIONAL TRADING UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2020 .

Given at Companies House, Cardiff on 19th May 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**

SUPPLEMENTAL DEED OF ASSIGNMENT

MADE AMONGST

RHODIUM RESOURCES PTE. LTD.

RHODIUM EUROPE LTD

**RHODIUM INTERNATIONAL
TRADING UK LTD**

**RHODIUM INTERNATIONAL
TRADING DMCC**
(THE "ASSIGNORS")

ALMASTONE OPPORTUNITIES I LIMITED
(THE "LENDER")

Dated 14 May 2020

I CERTIFY THAT, SAVE FOR REDACTIONS PERMITTED
UNDER S859G OF THE COMPANIES ACT 2006, THIS IS
A TRUE, COMPLETE AND CORRECT COPY OF THE
ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT

DATE 18 May 2020

SIGNED DLA Piper UK LLP (REH)
DLA PIPER UK LLP



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This Supplemental Deed of Assignment is made on 14 May 2020 between:

- (1) **Rhodium Resources Pte. Ltd.**, a company incorporated and registered under the laws of Singapore with number 201133236D with its registered office at 9 Raffles Place #23-02/03 Republic Plaza, Singapore 048619 ("**Rhodium Singapore**");
- (2) **Rhodium Europe Ltd**, a company incorporated and registered under the laws of England and Wales with number 08134657 with its registered office at Part 1st Floor South Minster House, 42 Mincing Lane, London, England, EC3R 7AE, United Kingdom ("**Rhodium Europe**");
- (3) **Rhodium International Trading UK Ltd**, a company incorporated and registered under the laws of England and Wales with number 11568690 with its registered office at Part 1st Floor South Minster House, 42 Mincing Lane, London, England, EC3R 7AE, United Kingdom ("**Rhodium UK**");
- (4) **Rhodium International Trading DMCC**, a company incorporated under the Dubai Multi Commodities Centre Free Zone with registration number DMCC15280 with its registered office at Unit No 1207, J B C 2, Plot No: JLT-PH2-VIA, Jumeirah Lakes Towers, Dubai, United Arab Emirates ("**Rhodium UAE**"),

(Rhodium UAE, collectively with Rhodium Singapore, Rhodium Europe and Rhodium UK, the "**Assignors**" and each, an "**Assignor**"; and
- (5) **AlmaStone Opportunities I Limited**, a company incorporated in the Cayman Islands (registered number 324626), with offices in Cayman Islands, at 94 Solaris Avenue, Camana Bay, Grand Cayman, KY1-1108, enrolled with CNPJ under No. 28.372.475/0001-28 (the "**Lender**"),

and is supplemental to a deed of assignment dated 14 February 2019 made between the Assignors and the Lender, as supplemented by a security confirmation deed dated 18 December 2019 (the "**Deed of Assignment**").

WHEREAS:

- (A) Pursuant to a receivables finance facility agreement dated 14 February 2019 and made between Rhodium Singapore, Rhodium Europe, Rhodium UK and Rhodium UAE, each as a borrower, the Lender, as lender, AlmaStone Services Limited, as administrative agent, and Rhodium Singapore, as guarantor, as amended by way of an amendment letter dated 18 December 2019 (the "**Facilities Agreement**"), the Lender had extended to Rhodium Singapore, Rhodium Europe, Rhodium UK and Rhodium UAE credit facilities on the terms and conditions of the Facilities Agreement.

- (B) The parties to the Facilities Agreement have agreed to further amend the terms of the Facilities Agreement in the manner and on the terms and conditions of the amendment letter to be dated on or about the date of this Supplemental Deed of Assignment and made between, *inter alia*, the Assignors and the Lender (the "**Amendment Letter**") (the Facilities Agreement as amended pursuant to the Amendment Letter, the "**Amended Facilities Agreement**").
- (C) The Assignors hereby agree to enter into this Supplemental Deed of Assignment in order to provide Security (as defined in the Facilities Agreement) to secure the payment of the Secured Obligations (as defined in the Deed of Assignment), including such obligations under the Amendment Letter.

IT IS AGREED as follows:

1. Interpretation

- 1.1 All terms and references used in this Supplemental Deed of Assignment and which are defined or construed in the Facilities Agreement (as amended, modified or supplemented by the Amendment Letter) or the Deed of Assignment (as amended, modified or supplemented by this Supplemental Deed of Assignment) but are not defined or construed in this Supplemental Deed of Assignment shall have the same meaning and construction in this Supplemental Deed of Assignment except where the context otherwise requires.
- 1.2 The headings in this Supplemental Deed of Assignment are inserted for convenience only and shall be ignored in construing this Supplemental Deed of Assignment.
- 1.3 This Supplemental Deed of Assignment shall take effect as a deed if it is signed under hand on behalf of the Lender

2. Incorporation

- 2.1 Except to the extent expressly amended by the provisions of this Supplemental Deed of Assignment, the terms and conditions of the Deed of Assignment are hereby confirmed and shall remain in full force and effect. Each Assignor hereby confirms that the Deed of Assignment shall continue to remain in full force and effect and be binding on it after the date of this Supplemental Deed of Assignment.
- 2.2 The Deed of Assignment and this Supplemental Deed of Assignment shall be read and construed as one document and this Supplemental Deed of Assignment shall be considered to be part of the Deed of Assignment and, without prejudice to the generality of the foregoing, where the context so allows, references in the Deed of Assignment to "**this Deed of Assignment**", howsoever expressed, shall be read and construed as references to the Deed

of Assignment as amended, modified and supplemented by this Supplemental Deed of Assignment.

3. Charging Provisions

3.1 Assignment

3.1.1 Each Assignor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) all Receivables arising out of or in connection with the Sales Contracts;
- (b) the Sales Contracts, all rights and remedies of each Assignor in connection with the Sales Contracts and all proceeds and claims arising from them; and
- (c) all other Receivables (not assigned under paragraphs (a) or (b) above).

3.1.2 To the extent that any asset expressed to be assigned pursuant to Clause 3.1.1 is not effectively so assigned by that Clause, each Assignor charges and agrees to charge by way of first fixed charge all its present and future right, title and interest in and to that asset.

3.1.3 Each Assignor may:

- (a) exercise the Receivables and any discretions relating to them (but may not amend or dispose of them); and
- (b) receive payments into the Collection Account under each Sales Contract, in accordance with the Amended Facilities Agreement.

3.1.4 At any time on or following an Event of Default the Lender may:

- (a) exercise the Receivables and any discretions relating to them; and
 - (b) receive payments under each Sales Contract,
- by giving notice to the counterparty to any Sales Contract to that effect.

3.1.5 At any time on or following an Event of Default, or while any other Default is continuing:

- (a) until the Lender has given notice to a counterparty to a Sales Contract under Clause 3.1.4, each Assignor shall exercise its rights under that Sales Contract and any discretions relating to them only in accordance with the Lender's instructions;
- (b) each Assignor shall deliver a copy of any notice it receives under a Sales Contract promptly to the Lender (including any notice it may receive after

the Lender has given notice to the counterparty to that Sales Contract under Clause 3.1.4); and

- (c) each Assignor shall pay any amounts it receives under that Sales Contract to the Lender or as the Lender directs (including any payment it may receive after the Lender has given notice to the counterparty to that Sales Contract under Clause 3.1.4).

3.2 Trust

If or to the extent that the assignment of any Receivables is ineffective because of a prohibition on that assignment (and without prejudice to the representation and warranty in Clause 5.1 (*Binding obligations*) of the Deed of Assignment), that relevant Assignor holds it on trust for the Lender.

3.3 Nature of Security created

The Security created under the Deed of Assignment is created:

- 3.3.1 as a continuing security to secure the payment and discharge of the Secured Obligations;
- 3.3.2 in favour of the Lender; and
- 3.3.3 with full title guarantee.

4. Application of Deed of Assignment

The Assignors agree and declare that all the provisions of, and all the covenants and powers contained in or subsisting under, the Deed of Assignment shall apply (where appropriate) equally to this Supplemental Deed of Assignment as if such provisions, covenants and powers were expressly set out or contained in this Supplemental Deed of Assignment and made to apply (where appropriate) specifically to this Supplemental Deed of Assignment.

5. Governing Law

This Supplemental Deed of Assignment shall be governed by, and construed in accordance with, the laws of Singapore.

6. Contracts (Rights of Third Parties) Act

- 6.1 Unless expressly provided to the contrary, a person who is not a party to this Supplemental Deed of Assignment has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term of this Supplemental Deed of Assignment.
- 6.2 Notwithstanding any term of this Supplemental Deed of Assignment, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Supplemental Deed of Assignment.

7. Miscellaneous

This Supplemental Deed of Assignment may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. The parties hereto may execute

this Supplemental Deed of Assignment by signing any such counterpart and each counterpart may be signed and executed by the parties hereto and transmitted by facsimile or by electronic transmission and shall be as valid and effectual as if executed as an original. For the avoidance of doubt, in the case of execution by way of counterparts, this Supplemental Deed of Assignment shall not be deemed to be concluded until the last of such counterparts have been executed.

[SIGNATURES APPEAR ON A SEPARATE PAGE]

In witness whereof this Supplemental Deed of Assignment has been entered into on the date stated at the beginning of this Supplemental Deed of Assignment.

Assignors

EXECUTED and DELIVERED as a deed)
for and on behalf of)
RHODIUM RESOURCES PTE. LTD.)
by:)

Name: cheam Hing Lee
Director

Name: Koneru Srinivas
 Director ☒ Secretary ☒ Witness ☐

EXECUTED and DELIVERED as a deed)
for and on behalf of)
RHODIUM EUROPE LTD)
by:)

[Redacted Signature]

Name: John A Galani
Director

[Redacted Signature]

Name: Cheam Hing Lee
Director

EXECUTED and DELIVERED as a deed)
for and on behalf of)
RHODIUM INTERNATIONAL)
TRADING UK LTD)
by:)

[Redacted Signature]

Name: Cheam Hing Lee
Director

[Redacted Signature]

Name: John A Galani
Director

EXECUTED and DELIVERED as a deed)
for and on behalf of)
RHODIUM INTERNATIONAL)
TRADING DMCC)
by:)

[Redacted Signature]

Name: Cheam Hing Lee
Director

[Redacted Signature]

Name: John A Galani
Director / ~~Secretary~~ / Witness

Lender

EXECUTED and DELIVERED as a deed)
for and on behalf of)
ALMASTONE OPPORTUNITIES I LIMITED)
by:)

Name: Ralph Fulton Woodford
Director

Name: Timothy Guy Powle Sweeting
Director / ~~Secretary~~ Witness