



Registration of a Charge

Company Name: **MENAR HOLDINGS LIMITED**

Company Number: **12648200**



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Received for filing in Electronic Format on the: **10/08/2021**

Details of Charge

Date of creation: **29/07/2021**

Charge code: **1264 8200 0001**

Persons entitled: **UNION BANCAIRE PRIVEE, UBP SA**

Brief description:

Contains fixed charge(s).

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: **JED DILLON, FOR AND ON BEHALF OF WOMBLE BOND DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12648200

Charge code: 1264 8200 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2021 and created by MENAR HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2021 .

Given at Companies House, Cardiff on 11th August 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**



UNION BANCAIRE PRIVÉE

Original

Deed of General Pledge and Declaration of Assignment

Account no.

MENAR HOLDINGS LIMITED (201.0293559) Company name: MENAR HOLDINGS LIMITED;

Company number: 12648200.

The holder(s) (hereinafter, interchangeably, the "Pledgor" "or Debtor") of the above account (hereinafter the "Account"), hereby grants Union Bancaire Privée, UBP SA, its branches, subsidiaries, nominees, as well as their employees, organs and respective representatives (hereinafter collectively referred to as "the Bank") a lien as security for all claims, including claims arising from a contractual duty or unlawful act or unjustified gains, as well as claims arising from the Bank's right of redress against the Pledgor and/or all the Bank's claims based on the Pledgor's indemnity agreement, whether contested or not and whatever their nature (including a floating charge, e.g. recourse obligations), which the Bank may now have, or will have in the future against the Pledgor or his successors in interest, on whatever legal grounds or transactions (current account, bill of exchange transactions, transactions in goods, execution of brokerage orders, etc.) the same may be based. The Pledgor's obligations shall apply to the principal amount of said claims as well as interest due and to become due thereon, as well as commissions, advances and any expenses, such as the cost of warehousing or transfer, transportation and custom expenses, insurance premiums, valuation charges, rentals, etc., in addition to the cost of enforcing the lien or the assignments of claims. Also included are the expenses of suit and enforcement proceedings (including legal fees). The Pledgor's obligations shall remain in force even if they have, from time to time, been wholly or partially satisfied.

In the event of an exchange or substitution of the pledged assets, the Pledgor's obligations shall automatically apply to the new assets.

The Pledgor's obligations apply equally to the Bank's head office, its branches, its subsidiaries and its nominees, both in Switzerland and abroad.

Scope of the Pledgor's obligations (hereinafter "the lien")

The lien shall extend to:

1. All securities, intermediated securities, rights, book-entry securities, claims, all deeds evidencing claims and/or ownership, including those resulting from fiduciary investments, all cash, bank notes, insurance policies, precious metals and other valuables, as well as all existing assets and those established from time to time in Swiss francs and in foreign currencies, or their exchange value in Swiss francs, and all other assets including all existing and future preferential and accessory rights (interest, dividends, option rights, stock dividends or splits, etc.), that the Bank presently or in the future may hold or manage or have on deposit or otherwise manage in whole or in part under any title for the account of the Pledgor, either under its own auspices or elsewhere.

In the event of a pledge of real estate, mortgage deeds and other mortgage claims, the Bank may, without being obliged to do so, exercise all the rights pertaining to the owner of the pledged assets; and may, in particular, directly collect interest and other income, lay claim to rent under the terms of Article 806 of the Swiss Civil Code and proceed with all the formalities relevant thereto, at the expense of the Pledgor(s).

2. Any securities, book-entry securities or loan stock rights not evidenced by certificates; particularly securities whose confirmation by document has been postponed, which are or will be administered on the Pledgor's behalf by the Bank or by third parties acting on the latter's behalf.
3. All the goods which presently or in the future are directly or indirectly, for any legal reason whatsoever, in the possession of or at the disposal of the Bank, whether in warehouses, with shipping agents, in transit or anywhere else in custody or being processed, etc.; this provision also applies in the event that the Bank obtains possession through commercial documents in the broadest sense of the term, such as bills of lading, warehouse certificates (warrants), etc.

Should the above goods be in transit at the time the lien is granted, the Pledgor shall assign to the Bank as collateral the documents issued or to be issued with respect to the goods, such as bills of lading, way bills, insurance policies, warehouse certificates or suchlike, as well as present or future claims directly or indirectly deriving from such shipments against the shipping agents, insurance companies, etc.

Warehousing of goods

The Bank shall determine where the goods are to be warehoused. Warehousing and shipment are at the sole cost and risk of the Pledgor, who shall also take the necessary steps for the proper care of the goods. The goods are to be insured by the Pledgor, at his expense, with an insurance company approved by the Bank, against all potential risks, and the insurance documents with the endorsements of assignment required, are to be delivered to the Bank. In the event of failure to comply with these requirements, the Bank shall be entitled, but not bound, to insure the pledged assets with an insurance company of its choice, at the expense of the Pledgor.



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UNION BANCAIRE PRIVÉE

Deed of General Pledge and Declaration of Assignment (continued)

Assignment of claims and rights to the Bank

The Pledgor assigns to the Bank the credit from any sale of the goods or part thereof, as well as all rights directly or indirectly connected with said goods, including possible damage claims against shipping agents, transport companies, warehousemen, insurance companies, etc. The Bank shall be entitled to give notice of said assignments to third-party debtors.

Insurance

For real estate inscribed in the Land Register and other movable property used as collateral or represented by pledged deeds or valuables, the Debtor undertakes, in addition to contracting the usual insurance, to assign to the Bank the rights deriving therefrom, and authorises the Bank to communicate all necessary information to the insurance companies.

Assignment of pledged assets

The Pledgor undertakes to transfer, if necessary, any pledged assets to a new owner and to provide, at the Bank's first request, any declaration, endorsement or assignment that may be necessary for the exercise of the lien. Securities other than bearer shares, as well as claims arising from savings-account books or deposit books, are hereby considered as being assigned to the Bank in conformity with Article 901, Paragraph 2 of the Swiss Civil Code.

Taking of pledged assets into the Bank's custody

Pledged assets in the possession of third parties may be taken into the Bank's custody at any time. The Bank shall thereafter have the right, but not the obligation, to represent the Pledgor with respect to the valuables pledged and to exercise any possible rights of partnership attached thereto. The Safekeeping Regulations apply to the custody of the said pledged assets.

Margin call – additional coverage

Should the Bank deem, according to its own criteria and in order to protect its own interests, that the value of the assets pledged has fallen or that such fall is imminent, or should, for any other reason, the value of the pledged assets appear insufficient, the Pledgor hereby undertakes, at the Bank's first request in writing (by post, fax or e-mail), to provide additional collateral in such form the Bank shall deem appropriate and within the period it shall fix (margin call/additional coverage). Should the Pledgor fail to comply with the Bank's margin call request within the timeframe set, the Bank is entitled but not bound to exercise its right of sale of the assets pledged under the present Deed.

Right of sale

As of the time when the debt falls due and once it has given written notice to the Debtor, the Bank shall have the right, but not the obligation, without further formalities, and at its discretion but without liability, to sell freely the pledged assets by private contract, immediately or at a later date, even before the possible due dates, to the extent necessary to satisfy its claims; in the same manner, the Bank may call, collect or set off said claims. Short positions may be covered by appropriate repurchase in accordance with the above conditions. In the event that the Bank has received instructions not to forward correspondence to the Debtor, the written notice regarding the sale is deemed to have been received by the Debtor from its receipt as hold mail, in accordance with the measures agreed between the Bank and the Debtor.

This procedure shall also be applied in the event that the Debtor is in default with regard to payment of his debt or part thereof, or with the fulfilment of any other obligation.

In the event that the Bank should prefer to proceed by forced execution, it may, at its choice, institute foreclosure proceedings or ordinary collection proceedings against the Debtor.

The Debtor hereby declares that he foregoes any dispute, objection or discussion concerning the sale of the pledged assets. In respect of securities, the Bank may sell these for its own benefit at their market value or at their value as determined objectively by other means at the time of such sale.

Notices by the Bank

All notices by the Bank are deemed to be legally valid if sent to the last address given by the Pledgor. The Pledgor hereby expressly releases the Bank in advance from any liability for the consequences of notices going undelivered.



UNION BANCAIRE PRIVÉE

Original

Deed of General Pledge and Declaration of Assignment (continued)

Administration of pledged items

The Bank shall, insofar as possible, protect all rights relating to the items pledged (supervision of drawings by lot, distributions, amortisation, claims, etc.) without, however, assuming any liability whatsoever in this respect. When securities, intermediated securities, rights, book-entry securities, rights not evidenced by certificates and/or other claims are pledged and subject to redemption, drawing by lot, repayment by instalments or any other arrangement, it shall be exclusively the duty of the Pledgor to make the necessary arrangements. The Bank is nevertheless also authorised to make such arrangements itself if it deems this to be necessary to protect the Pledgor's interests, but does not assume any liability whatsoever. Should the Bank take such action, the Pledgor shall provide assistance.

The Bank shall be authorised, but not obliged, to declare and to collect pledged securities, bills of exchange, claims, etc., as well as to collect interests, dividends, etc. In the event of bankruptcy, death, public notice to creditors or judicial inventory of the Debtor, the Bank is in no way required to press its claims against the latter. The Debtor undertakes to settle with the Bank, immediately and without notification, the amount of all pledged bills of exchange and claims in the event of bankruptcy of the Debtor or of one of the co-obligors.

Validity

The present General Deed of Pledge and Declaration of Assignment shall remain in force for as long as the Pledgor's account shall remain open with the Bank, and in any case until the full amount of the principal, interest, commissions, costs and ancillaries – due by the Pledgor to the Bank and to the other creditors – has been reimbursed under the obligation to reimburse, or throughout its validity.

Applicable law and jurisdiction

The applicable law, place of performance, the exclusive place of jurisdiction for all legal proceedings, and the place for debt enforcement shall be determined pursuant to the provisions set out in the General Conditions, which shall also apply to all matters not covered herein.

Date **29** JULY 2021

Signature(s) of the Client(s)
For and on behalf of Menar Holdings Limited

1. [Redacted]
Matthew Allen
Director - JTC Directors (UK) Limited

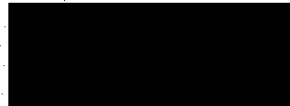
2. [Redacted]
Simon Gordon
Director - JTC Directors (UK) Limited

3. [Redacted]

4. [Redacted] Cairn Mylly
Director



— True Certified Copy of Original



A. BRICHART



Carole de ROYERE

Geneva, the 4th August 2021