



Registration of a Charge

Company name: **SPARROWS ANGOLA LIMITED**

Company number: **SC254764**

Received for Electronic Filing: **23/12/2020**



Details of Charge

Date of creation: **22/12/2020**

Charge code: **SC25 4764 0006**

Persons entitled: **NORDIC TRUSTEE & AGENCY AB (PUBL) AS SECURITY AGENT FOR THE SECURED PARTIES**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 254764

Charge code: SC25 4764 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd December 2020 and created by SPARROWS ANGOLA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2020 .

Given at Companies House, Edinburgh on 23rd December 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**

DELIVERED ON 22 December **2020**

FLOATING CHARGE

by

SPARROWS ANGOLA LIMITED

in favour of

NORDIC TRUSTEE & AGENCY AB (PUBL)
as Security Agent for the Secured Parties



Pinsent Masons

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FLOATING CHARGE DELIVERED ON 22 December 2020

by

- (1) **SPARROWS ANGOLA LIMITED**, a company incorporated in Scotland with registered number SC254764 and having its registered office at 13 Queen's Road, Aberdeen, AB15 4YL ("**Company**");

in favour of

- (2) **NORDIC TRUSTEE & AGENCY AB (PUBL)**, for itself as security trustee for the Secured Parties ("**Security Agent**").

WHEREAS

- (A) The Company enters into this Floating Charge in connection with the Senior Finance Documents (as defined below).
- (B) The Security Agent holds the benefit of the covenants, agreements and undertakings of the Company contained in this Floating Charge and the security and the other rights, titles and interests constituted by this Floating Charge and all monies paid to the Security Agent or held by the Security Agent or received or recovered by the Security Agent pursuant to or in connection with this Floating Charge on trust for each of the Secured Parties.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions shall have the following meanings:

"**Acceleration Event**" has the meaning given to it in the Intercreditor Agreement

"**Assets**" means the whole of the property, present and future (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Scotland and London;

"**Final Discharge Date**" has the meaning given to it in the Intercreditor Agreement;

"**Intercreditor Agreement**" means the intercreditor agreement dated on or about the date of this Floating Charge and made between, among others, Hawk Noteco Limited, Hawk Debtco Limited as the issuer and Nordic Trustee & Agency AB (publ) as the original bonds agent and original security agent;

"**Material Premises**" means any Premises which is heritable or a long leasehold with a term of 7 years or more;

"**Premises**" means all heritable, freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested (including without limitation Material Premises);

"**Receiver**" means a receiver or administrative receiver appointed pursuant to this Floating Charge in respect of the Company or over all or any of the Assets;

"**Secured Obligations**" has the meaning given to it in the Intercreditor Agreement;

"**Secured Parties**" has the meaning given to it in the Intercreditor Agreement;

"**Security**" has the meaning given to it in the Intercreditor Agreement;

"Senior Finance Documents" has the meaning given to it in the Intercreditor Agreement;

"Senior Finance Parties" has the meaning given to it in the Intercreditor Agreement;

1.2 The expressions "Company", "Secured Parties", and "Security Agent" shall include, where the context admits, the successors, permitted assignees and transferees of the Company, the Secured Parties and the Security Agent; and, in the case of the Security Agent, shall include such other person as may from time to time be appointed as Security Agent for the Secured Parties in accordance with the provisions of the Senior Finance Documents. For the avoidance of doubt, any reference herein to the Secured Parties shall, unless the context clearly otherwise indicates, include the Security Agent in its individual capacity as a Secured Party.

1.3 Unless the context otherwise requires or unless otherwise defined in this Floating Charge, words and expressions defined in the Intercreditor Agreement, have the same meanings when used in this Floating Charge. In addition, unless the context otherwise requires:-

1.3.1 references to statutes or statutory provisions shall be construed as references to those statutes or provisions as amended, extended, consolidated or replaced from time to time and shall include any orders, regulations, instruments or subordinate legislation under or deriving from the relevant statute or statutory provision;

1.3.2 the masculine gender shall include the feminine and neuter genders, the singular number shall include the plural and vice versa and references to persons shall include references to any individual, body corporate, unincorporated association, trust or partnership (in each case whether or not having a separate legal personality);

1.3.3 a receiver shall include a reference to joint receivers and any reference to the appointment of a person as receiver shall include a reference to the appointment of two or more persons as joint receivers;

1.3.4 references to Clauses are to clauses in this Floating Charge;

1.3.5 the headings in this Floating Charge are inserted for convenience only and shall not affect the interpretation or construction of this Floating Charge;

1.3.6 the words "subsidiary" and "holding company", "director" and "shadow director" have the meanings given to them by the Companies Act 2006 and any references to a person being an "associate" of another shall be interpreted in accordance with section 435 of the Insolvency Act 1986 and a person shall be regarded as "connected" or "associated" with any person which is an associate of his and with any company of which any director is an associate of his;

1.3.7 any statement qualified by reference to a party's state of knowledge, belief or awareness shall be deemed to include an additional statement that it has been made after due and careful enquiry;

1.3.8 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative; and

1.3.9 any reference to a "fixed security" shall be construed as a reference to a fixed security as defined in Section 486 of the Companies Act 1985.

2. PAYMENT OBLIGATION

The Company as primary obligor hereby undertakes to the Security Agent (for the benefit of the Secured Parties) that it will on demand pay all of the Secured Obligations when they fall due for payment.

3. FLOATING CHARGE

- 3.1 The Company grants a floating charge over the Assets to the Security Agent as a continuing security for the payment and discharge of the Secured Obligations.
- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Floating Charge.
- 3.3 The Security constituted by or pursuant to this Floating Charge shall be in addition to and independent of, and shall not in any way prejudice or be affected by, any other security or other right or remedy against any person which the Security Agent or any of the Senior Finance Parties may at any time hold for the satisfaction of the Secured Obligations or any part thereof.

4. NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

- 4.1 The Company undertakes that it shall not, on or after the date of execution of this Floating Charge, create or agree to create, or permit to subsist any Security or Quasi Security over all or any part of the Assets except as permitted by the Senior Finance Documents.
- 4.2 In the event that the Company grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 above, this Floating Charge shall rank in priority to that fixed security or floating charge.

5. UNDERTAKINGS

- 5.1 The Company undertakes to the Security Agent in the terms of this Clause 5 from the date of this Floating Charge and for so long as any Security constituted by this Floating Charge remains in force.
- 5.2 The Company will observe and perform in all material respects all covenants and stipulations from time to time affecting the Assets, make all necessary payments as and when they become due (to the extent that such non-payment would be prejudicial to the interests of the Secured Parties under this Floating Charge (including, without limitation, prejudicial to the enforceability of the security created by this Floating Charge or the value of the Assets), carry out all registrations or renewals and generally take all steps which are necessary to preserve and maintain when necessary all the Assets.
- 5.3 The Company will keep all Premises, plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Assets in good and substantial repair (fair wear and tear excepted) and in good working order (as applicable).
- 5.4 The Company will notify the Security Agent if it intends to acquire any estate or interest in any heritable, freehold, leasehold or other real property which, upon its acquisition would constitute a Material Premises and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property.
- 5.5 The Company will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any premises at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of the Premises and will remedy any material defect or material repair forthwith after service by the Security Agent of such defect or repair.
- 5.6 The Company will not grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of any Material Premises or otherwise part with possession of the whole or any part of any Material Premises (except as permitted by the Senior Finance Documents).
- 5.7 The Company will give immediate notice to the Security Agent as soon as reasonably practicable if any proceedings are commenced against it for the irritancy of any lease comprised in any Material Premises.
- 5.8 The Company will promptly deposit with the Security Agent (or as it shall direct) all deeds and documents of title relating to all Material Premises and if those deeds and documents are with

Registers of Scotland, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.

- 5.9 If the Company fails to comply with any covenant set out in this Clause 5 and that failure is not remedied to the satisfaction of the Security Agent within 10 Business Days, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of the Company which is necessary to ensure that those covenants are complied with.

6. CONTINUING SECURITY

- 6.1 The security constituted by or pursuant to this Floating Charge shall constitute and be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by any intermediate repayment or satisfaction of all or any of the Secured Obligations and shall continue in full force and effect until the Secured Obligations have been discharged in full.
- 6.2 The parties to the Senior Finance Documents may from time to time agree to make amendments to the terms of the Senior Finance Documents and may enter into such supplemental letters or agreements as are required from time to time in order to give effect to such amendments. Such amendments may include, inter alia, the increase or reduction of the facilities made available under those documents and, for the avoidance of doubt, those facilities as increased or reduced will form part of the Secured Obligations under and in terms of this Floating Charge.
- 6.3 No assurance, security or payment which may be avoided under any enactment or at common law, and no release, settlement or discharge given or made by the Security Agent, any Secured Party or any receiver on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Agent to recover from the Company or to enforce the Security pursuant to this Floating Charge in respect of the full extent of the Secured Obligations.
- 6.4 If the Security Agent receives notice of any subsequent Security or other interest affecting the Assets (except as permitted by the Senior Finance Documents), the Security Agent may open a new account or accounts in respect of the Company. If the Security Agent does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made to the Security Agent shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Obligations.

7. INTERCREDITOR AGREEMENT

This Floating Charge is a Senior Finance Document for the purpose of the Intercreditor Agreement

8. FURTHER ASSURANCE

- 8.1 The Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
- 8.1.1 to perfect and protect the Security created or intended to be created under or evidenced by this Floating Charge or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Floating Charge or by law;
 - 8.1.2 to confer on the Security Agent or on the Secured Parties, Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Floating Charge; and/or
 - 8.1.3 to facilitate the realisation of the Assets which are, or are intended to be, the subject of the Security created by this Floating Charge.

- 8.2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Floating Charge.

9. ENFORCEMENT

- 9.1 At any time after an Acceleration Event has occurred the Security Agent shall be entitled to enforce the Security (in whole or in part) created by this Floating Charge.
- 9.2 At any time after the occurrence of an Acceleration Event or if requested by the Company the Security Agent may, without further notice, and whether or not a Receiver shall have been appointed, exercise all the powers and discretions conferred by this Floating Charge on a Receiver either expressly or by reference.

10. APPOINTMENT AND POWERS OF RECEIVER

- 10.1 Subject to section 72 of the Insolvency Act 1986, at any time after an Acceleration Event has occurred the Security Agent shall be and is entitled to appoint in writing any one or more persons as:-

10.1.1 a Receiver of all or any of the Assets; and/or

10.1.2 an administrator of the Company,

in each case in accordance with and to the extent permitted by applicable laws.

- 10.2 Without prejudice to the foregoing provisions, if any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Security Agent shall be entitled to appoint another person or persons as Receiver or Receivers in his place.

- 10.3 Where more than one Receiver is appointed they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary).

- 10.4 The Company shall be solely responsible for the acts and defaults of a Receiver appointed under this Floating Charge and for his remuneration, costs, charges and expenses and the Security Agent shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses.

- 10.5 Subject to section 58 of the Insolvency Act 1986, the Security Agent may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place.

- 10.6 The Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 2 to the Insolvency Act 1986 and, in addition to such powers, the Receiver will have power:-

10.6.1 to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such subsidiary formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interest in all or any of the assets of the Company;

10.6.2 to make any arrangement or compromise which the Security Agent or the Receiver may think fit;

10.6.3 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part;

10.6.4 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets including, without limitation (but subject to the provision of any Security

in favour of the Security Agent) all voting and other rights attaching to stocks, shares and other securities owned by the Company;

10.6.5 to convene an extraordinary general meeting of the Company;

10.6.6 to exercise all powers conferred by the Insolvency Act 1986 on receivers appointed in England and Wales in respect of any of the Assets located in England and Wales; and

10.6.7 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.

10.7 No purchaser, security grantee or other person dealing with a Receiver shall be concerned whether the Secured Obligations have become payable or enforceable or whether any money remains outstanding under this Floating Charge or shall be concerned with any application of any money paid to the Receiver.

11. ROLE OF THE SECURITY AGENT

11.1 The duties and responsibilities of the Security Agent shall in relation to this Floating Charge be limited to those expressly set forth in this Floating Charge.

11.2 The Security Agent, when acting in accordance with the provisions of this Floating Charge and the Intercreditor Agreement, shall incur no liability towards any of the other parties hereto.

11.3 The Security Agent shall not be held responsible for any loss or damage resulting from a legal enactment (Swedish or foreign), the intervention of a public authority (Swedish or foreign), an act of war, a strike, a blockade, a boycott, a lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts shall apply even if the Security Agent itself is subject to such measures or takes such measures. Where a circumstance referred to in this paragraph prevents the Security Agent from making payments or taking measures, such payments or measures may be postponed until such circumstance no longer exists. If the Security Agent is prevented from receiving payment/delivery, the Security Agent shall not be obliged to pay interest.

11.4 Any loss or damage that has occurred in other circumstances than as set out in paragraph 11.3 above shall not be indemnified by the Security Agent unless such losses or damages are suffered or occurred by reason of wilful wrongdoing or gross negligence on the part of the Security Agent. The Security Agent shall for the avoidance of doubt not be deemed to be grossly negligent if having acted in accordance with such practices and procedures as are generally accepted in the banking sector. In no event shall the Security Agent be liable for any indirect loss or damage.

11.5 The Company undertakes to indemnify the Security Agent from and against all actions, claims, demands and proceedings brought or made against it in its capacity as Security Agent under this Floating Charge and all costs, charges, expenses and other liabilities of whatever nature for which it may be or become liable by reason of such actions, claims, demands and proceedings, except with respect to any such actions, claims, demands or proceedings, costs, charges, expenses and other liabilities arising by reason of wilful wrongdoing or gross negligence on the part of the Security Agent.

12. APPLICATION OF SECURITY PROCEEDS

12.1 Any money received under the powers conferred by this Floating Charge shall (subject to the claims of any person having prior rights thereto) be paid or applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by the Company.

12.2 Subject to Clause 12.1, any money received or realised by the Security Agent from the Company or a Receiver under this Floating Charge or any administrator may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations in such order or manner as the Security Agent may determine.

13. REMEDIES AND WAIVERS

- 13.1 No failure to exercise and no delay in exercising on the part of the Security Agent any right, power, discretion or remedy under this Floating Charge shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, discretion or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, discretion or remedy hereunder. The rights and remedies provided in this Floating Charge are cumulative and not exclusive of any rights or remedies provided by law or otherwise.
- 13.2 This Floating Charge and the security constituted hereby shall not be affected by any amendment, novation, variation or replacement of or to the Senior Finance Documents at any time after the date hereof or any other act, omission or other circumstances which, but for this provision, would or might discharge this Floating Charge or the Security hereby created.
- 13.3 If any provision of this Floating Charge shall to any extent be invalid or unenforceable, the remainder hereof shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.
- 13.4 On and following the Final Discharge Date, the Security Agent and each Secured Party shall at the request and cost of the Company release, reassign or discharge (as appropriate) the Assets from this Floating Charge and shall transfer the Assets to the Company and execute such notices and directions to any person as the Company may reasonably require in order to give effect to such release, re-assignment or discharge (as appropriate) without recourse to or any representation or warranty by any Secured Party.

14. ATTORNEY

- 14.1 The Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Floating Charge, or which may be required or deemed proper in the exercise of any right or powers conferred on the Security Agent or any Receiver under this Floating Charge or otherwise for any of the purposes of this Floating Charge, and the Company undertakes to the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.
- 14.2 The appointment effected under Clause 14.1 shall take effect immediately, but the powers conferred shall only become exercisable:
- 14.2.1 following the occurrence of an Acceleration Event; or
 - 14.2.2 upon a failure of a Company to comply with any provision of this Floating Charge or a further assurance or perfection obligation within 5 Business Days of being notified of that failure and being requested to comply, in order to remedy or effect the relevant undertaking of further assurance or perfection obligation.

15. CHANGES TO PARTIES

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Floating Charge in accordance with the Senior Finance Documents.

16. MISCELLANEOUS

- 16.1 Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this Floating Charge or on account of the Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the Company or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for the period which he and the Security Agent consider

expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations. If the Security created by this Floating Charge is enforced at a time when no amount is due under the Senior Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

- 16.2 Subject to any express limitations in any Senior Finance Document, the Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Assets shall be deemed to be a principal Security for the Secured Obligations. The liability of the Company under this Floating Charge and the Security contained in this Floating Charge shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Company (as a surety only) or the charges contained in this Floating Charge (as secondary or collateral charges only) would, but for this provision, have been discharged.

17. SET-OFF

- 17.1 Any Secured Party may set off any matured obligation due from the Company under the Senior Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- 17.2 A Secured Party may exercise its rights under Clause 17.1 notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.
- 17.3 If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

18. NOTICES

Any communication made under or in connection with this Floating Charge shall be made in accordance with the terms of clause 24 (*Notices*) of the Intercreditor Agreement.

19. INDEMNITY

- 19.1 The Company shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:-
- (1) the taking, holding, protection or enforcement of this Floating Charge;
 - (2) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver and Delegate by the Senior Finance Documents or by law; or
 - (3) any default by the Company in the performance of any of the obligations expressed to be assumed by it in the Senior Finance Documents.
- 19.2 The Security Agent may, in priority to any payment to the Secured Parties, indemnify itself out of the Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in Clause 19.1 and shall have a lien on the proceeds of the enforcement of this Floating Charge and all monies payable to it.
- 19.3 All sums the subject of this indemnity will be payable by the Company to the Security Agent in accordance with the Intercreditor Agreement.

20. **SECURITY AGENT**

The provisions set out in the Senior Finance Documents and the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Floating Charge.

21. **CERTIFICATES**

A certificate by any manager or officer of the Security Agent as to the amount of the Secured Obligations or any part of it shall in the absence of manifest error, be conclusive and binding on the Company.

22. **DELIVERY**

Notwithstanding the date of signature below, this Floating Charge shall not be treated as delivered and shall not take effect until the date of delivery indicated on page 1.

23. **GOVERNING LAW AND JURISDICTION**

This Floating Charge shall be construed and governed in all respects in accordance with the law of Scotland and the parties hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF this Floating Charge consisting of this and the 10 preceding pages are executed as follows:-

Subscribed for **SPARROWS ANGOLA LIMITED**

at **MANCHESTER UK**

on **12/12/2020** 2020

by

DELL A JOHNSON

Full Name (Director/Attorney)

before this witness

DANIEL H JOHNSON

Full Name (Witness)

.....
Signature of Director/Attorney

.....
Signature of Witness

.....
Address