

MR01

Particulars of a charge

100341/23



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable  
Please see 'How to pay'

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the charge is  
instrument. Use form MR02.

WEDNESDAY



A09

\*A72P8K0J\*

28/03/2018

#267

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

**1 Company details**

Company number

1 0 9 4 1 4 6 6

Company name in full

GLOBAL BUSINESS INVESTMENTS HOLDING LIMITED

For official use

**Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

**2 Charge creation date**

Charge creation date

d 2 2 m 0 3 y 2 0 y 1 8

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name

CREDIT SUISSE AG

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐

I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

PLEDGE OVER THE COMPANY'S ASSETS HELD WITH CREDIT  
SUISSE AG. FOR MORE DETAILS PLEASE REFER TO THE  
INSTRUMENT

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- ☐ Yes  
☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- ☐ Yes Continue  
☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?  
Please tick the appropriate box.

- ☐ Yes  
☒ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

WIMC 2AA / A115586  
022 391 22 40

Hacer YILDIRIM  
1125487  
022 391 22 48


CREDIT SUISSE AG


CREDIT SUISSE AG


This form must be signed by a person with an interest in the charge.

# MR01



## Particulars of a charge

 <b>Presenter information</b>	
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	
Company name	CREDIT SUISSE AG
Address	PARADEPLATZ 8
Post town	
County/Region	ZURICH
Postcode	
Country	SWITZERLAND
DX	
Telephone	


 <b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

 <b>Checklist</b>
<b>We may return forms completed incorrectly or with information missing.</b>

<b>Please make sure you have remembered the following:</b>
<input type="checkbox"/> The company name and number match the information held on the public Register.
<input type="checkbox"/> You have included a certified copy of the instrument with this form.
<input type="checkbox"/> You have entered the date on which the charge was created.
<input type="checkbox"/> You have shown the names of persons entitled to the charge.
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
<input type="checkbox"/> You have given a description in Section 4, if appropriate.
<input type="checkbox"/> You have signed the form.
<input type="checkbox"/> You have enclosed the correct fee.
<input type="checkbox"/> Please do not send the original instrument; it must be a certified copy.

 <b>Important information</b>
<b>Please note that all information on this form will appear on the public record.</b>
 <b>How to pay</b>
<b>A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.</b>
Make cheques or postal orders payable to 'Companies House.'

 <b>Where to send</b>
<b>You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:</b>
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.
<b>For companies registered in Scotland:</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).
<b>For companies registered in Northern Ireland:</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 N.R. Belfast 1.

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.gov.uk/companieshouse">www.gov.uk/companieshouse</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>
<b>This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.gov.uk/companieshouse">www.gov.uk/companieshouse</a></b>



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10941466

Charge code: 1094 1466 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd March 2018 and created by GLOBAL BUSINESS INVESTMENTS HOLDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2018.

Given at Companies House, Cardiff on 6th April 2018

P



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## General Deed of Pledge

## Pledgor

Name(s), first name(s)/Company

GLOBAL BUSINESS INVESTMENTS HOLDING LIMITED

After seeing the original document, I certify this as a true copy.

Name: ALEX SHOTLAK

Job title: DIRECTOR

Date: 26/03/2018

Signature: 

## Client

Name(s), first name(s)/Company

GLOBAL BUSINESS INVESTMENTS HOLDING LIMITED

1. The Pledgor hereby grants Credit Suisse AG (hereinafter referred to as the *Bank*) a **right of lien** on all of his/her current and future assets, rights, and claims (hereinafter referred to as the "pledged assets") vis-à-vis the Bank.

In particular, this right of lien applies to:

- 1.1 all book-entry securities that are credited to a securities portfolio held at the Bank by the Pledgor;
- 1.2 all securities, unsecuritized rights, holdings in precious metal safekeeping accounts, and other assets held in safekeeping and/or managed by the Bank or held elsewhere in the Bank's name and for its disposal, but for the Pledgor's account, as well as any restitution claims resulting thereof, now or in the future;
- 1.3 all of the Pledgor's assets in all accounts held at the Bank, in Swiss francs and in foreign currencies;

- 1.4 rights and claims from fiduciary investments made by the Bank for the Pledgor's account;
- 1.5 Precious metal and coin accounts.

The right of lien also covers all forfeited, current, and future accessory rights such as interest, dividend payments, subscription rights, etc.

Securities that are not in bearer form are pledged to the Bank in accordance with Article 901, para. 2 of the Swiss Civil Code (hereinafter referred to as the "SCC").

2. The purpose of the right of lien is to secure any and all claims of the Bank against the Client arising from any agreements or contracts already concluded or to be entered into in the future within the context of business relationships, as well as claims on other legal grounds resulting from business operations with the Client. This applies to both the principal of such claims as well as the accrued

To be completed by the Bank

09030

172311

Client no. (CIT-)  
of the Pledgor

0251-1252942-2

Signature of Pledgor checked:  
Date, signature and stamp

and maturing interest, commissions, expenses, fees and costs. In the case of several claims, the Bank will determine against which claims the collateral or liquidation proceeds will be credited.

3. Where mortgage deeds, commercial paper or negotiable instruments, goods and chattels or securities issued on the basis of goods are pledged as collateral, the Pledgor is liable for the customary insurance of the pledged property and/or the real estate, properties, items, and goods represented thereby. The Pledgor hereby assigns to the Bank all insurance and other private or public law compensation claims (including expropriation compensation) accruing to him/her with respect to the aforementioned items, and the Bank is entitled to make the necessary communications and collect such proceeds or indemnification and to give receipt on his/her behalf.

4. This pledge is in addition to and independent of any existing or future security of the Bank and will remain in force until such time as the obligations toward the Bank have been fulfilled in their entirety. The release of individual assets from this pledge will not affect the Bank's right of lien in respect of the other pledged assets. In the event that collateral is exchanged, the new items will be subject to this pledge without further formalities. The entire asset is subject to this pledge, even if its value is increased by reason of additional payments, or for any other reason.

5. If according to the Bank's collateral value guidelines, the value of the pledged assets is no longer sufficient to secure the Bank's claims, the Bank may require the Client to submit additional collateral and/or to repay a corresponding portion of the debt. If the Client does not comply with this request within the period stipulated by the Bank, all of the Bank's claims against the Client will fall due without further notice.

If claims of the Bank are due, it shall be authorized to liquidate the pledged assets and use the proceeds to satisfy its claims after deduction of expenses and costs. The Bank may, at its discretion, instigate ordinary debt collection proceedings against the client, realize the pledged assets by forced execution or, after giving prior notice to the Pledgor, it may liquidate the collateral by private contract, and in particular it may contract on its own account.

If the Bank refrains from liquidating pledged assets, this will not constitute a waiver of the Bank's aforementioned right nor shall this result in any responsibilities for the Bank.

6. If the deed of pledge is issued on behalf of third parties, all communications will be deemed to have been duly transmitted if sent to the Client. The Pledgor undertakes to cooperate when transferring the pledged assets to a new

buyer. Pledged securities that are not in bearer form are hereby assigned to the Bank in blank in case it should become necessary to liquidate them.

7. In the case of pledged mortgage deeds and other claims secured by real property, the Pledgor himself/herself must take all necessary measures, such as applications, notices of termination, amortizations, etc., to maintain the rights attaching to the pledged assets. He/she relieves the Bank of all responsibility in this regard. Moreover, the Bank will be entitled, but not obligated, to exercise all those rights and to make decisions which are the prerogative of the Pledgor or the owner of the pledged assets. In particular, in the event of termination of a claim secured by the pledge, the Bank is entitled, but not obligated, to directly terminate the claims against the mortgagor arising from the pledged mortgage deeds and to exercise all rights against the mortgagor in its own name. For pledged mortgage deeds, particularly mortgage notes in the name of the owner, it is hereby agreed that the Bank is entitled to terminate these with a notice period of three months to the end of the month if the Client defaults on the payment of interest or amortization, the Bank is entitled to terminate with immediate effect. The Bank is thus authorized to directly collect the principal, interest, and other income generated by the mortgages and also to enforce the claims for rent in accordance with Article 806 of the SCC as if it were the actual owner of the title or mortgage claim. In the case of the sale or fragmentation of the pledged properties, the rights accruing to the mortgage holder creditor pursuant to Articles 832, 833, and 852 of the SCC will be solely vested in the Bank for the duration of the pledge relationship. The Pledgor undertakes to forward to the Bank all associated notices that come to his/her attention without delay and to accept the Bank's decisions. Non-compliance will cause the claims to fall due immediately. In the case of pledged mortgage deeds (particularly mortgage notes in the name of the owner), the right of lien will cover the current annual interest as well as the annual interest accrued since the date of issue. Interest will be charged at 5% p.a. If, however, a higher rate or a higher maximum interest rate is specified, the latter will be deemed agreed. The Bank may draw on the principal and interest of pledged mortgage deeds separately, and in part or whole, as collateral for its claims.

8. The assets pledged hereunder will also serve to secure the Bank's claims against the Client resulting from outstanding credit card payments. The Pledgor hereby confirms that the Bank is authorized in this context to cover the Client's outstanding credit card payments (including charges and costs), without involving the Client or the

To be completed by the Bank

172311 Client no. (CIF) of Pledgor 0251-1252942-2

Pledgor with notification or a deadline, by liquidating the assets pledged hereunder by private contract (including by purchasing them itself) and applying the resulting proceeds against the outstanding payments, as soon as the Client is in arrears with these payments. If the credit card relationship is terminated, the pledged assets may be returned until all outstanding credit card amounts (including charges and costs) incurred before termination of the credit card relationship or during collection proceedings have been paid in full, but in any case for at least three months after the termination of the credit card relationship.

9. For all other matters, the Bank's General Conditions and Safe Custody Regulations, with which the Pledgor is familiar, apply.

10. The place of performance is the location specified in the Bank's address.

If the Pledgor's current or future place of residence or domicile is outside Switzerland, the place of performance is also the place of enforcement (special domicile pursuant to Article 50, para. 2 of the Federal Law on Debt Enforcement and Bankruptcy).

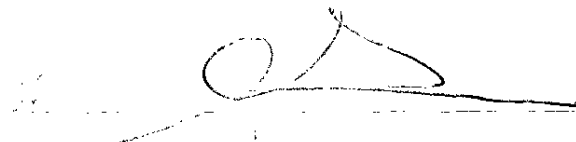
All the Pledgor's legal relationships with the Bank are governed by Swiss law, to the exclusion of the conflict of laws provisions of Swiss private international law.

The exclusive place of jurisdiction for all legal proceedings is **Zurich** or the place of business of the Swiss branch of the Bank with which the contractual relationship exists or the respondent's registered office or place of domicile. Mandatory places of jurisdiction prescribed by law remain reserved.

Place, date

Signature of Pledgor

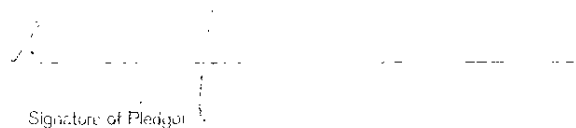
London, 23.03.2018



Place, date

Signature of Pledgor

Geneva, 22.03.2018



Place, date

Signature of Pledgor

Place, date

Signature of Pledgor

Place, date

Signature of Pledgor

To be completed by the Bank

172311 Ident. no. (CIF) of Pledgor 0251-1252942-2