



Registration of a Charge

Company name: **CYNERGY CAPITAL LTD**

Company number: **11368222**



X7K2ICKB

Received for Electronic Filing: **04/12/2018**

Details of Charge

Date of creation: **23/11/2018**

Charge code: **1136 8222 0001**

Persons entitled: **BANK OF CYPRUS PUBLIC COMPANY LIMITED**

Brief description: **THE CURRENT AND FUTURE RIGHTS (AS DEFINED IN THE INSTRUMENT) TO THE ENTIRE ISSUED SHARE CAPITAL OF BANK OF CYPRUS UK LIMITED (INCORPORATED IN ENGLAND AND WALES WITH COMPANY NUMBER 03728421 AND REGISTERED OFFICE AT 27-31 CHARLOTTE STREET, LONDON W1T 1RP), TOGETHER WITH ANY RIGHTS ACCRUING TO, DERIVED FROM OTHER OTHERWISE CONNECTED WITH THE SHARES AND ANY WARRANTS, OPTIONS AND OTHER RIGHTS TO SUBSCRIBE FOR OR OTHERWISE ACQUIRE SHARES.**

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:

NORTON ROSE FULBRIGHT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11368222

Charge code: 1136 8222 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2018 and created by CYNERGY CAPITAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th December 2018 .

Given at Companies House, Cardiff on 6th December 2018

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**

Dated 23 November 2018

I certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a true copy of the original instrument.

CYNERGY CAPITAL LIMITED

and

BANK OF CYPRUS PUBLIC COMPANY LIMITED

Signed & dated
Norton Rose Fulbright LLP
3/12/18

CHARGE OVER SHARES

^
NORTON ROSE FULBRIGHT

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THIS DEED is dated *23 November* 2018 and is made between:

- (1) **BANK OF CYPRUS PUBLIC COMPANY LIMITED**, a company incorporated in Cyprus with registration number HE 165 and registered office at Stassinou 51, Agia Paraskevi, 2002 Strovolos, Nicosia, Cyprus (the **Chargee**); and
- (2) **CYNERGY CAPITAL LIMITED**, a company incorporated in England and Wales with registration number 11368222 and registered office at 97 Park Lane, Mayfair, London, United Kingdom, W1K 7TG (the **Chargor**),

together the **Parties**.

BACKGROUND

- (A) The Chargor has entered into the Share Purchase Agreement with the Chargee for the purchase of the entire share capital of the Company.
- (B) The Parties have entered into this Deed pursuant to clause 3.5 of the Share Purchase Agreement, which requires the Chargor to charge the Shares in favour of the Chargee as security for the payment of the Deferred Consideration (as further defined below).

IT IS AGREED as follows:

1 Definitions and interpretation

- 1.1 Terms defined in the Share Purchase Agreement have the same meaning when used in this Deed. In addition, in this Deed:

Applicable Law means all applicable constitutions, treaties, statutes, laws (including sanctions laws), ordinances, regulations, directives, codes, decrees, orders, by-laws and common law or any other rule or requirement having the force of law, including any guidance or direction from the PRA, FCA or ECB

Charged Assets means those assets which are from time to time the subject of clause 3.2 (*Fixed Charge*)

Company means Bank of Cyprus UK Limited, a private limited company incorporated in England and Wales with company number 03728421 and registered office at 27-31 Charlotte Street, London, W1T 1RP

Deferred Consideration means the Deferred Consideration payable by the Chargor pursuant to clause 3.2(b) of the Share Purchase Agreement

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

Dividends, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share

Enforcement Time means any time at which (i) payment of any part of the Deferred Consideration is due and payable but has not been paid and/or (ii) the Chargor has breached any of the obligations under this Deed, which breach has not been remedied within 10 Business Days of written notice being provided to the Chargor

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

Key Employees has the meaning given to such term in the Share Purchase Agreement

Officer, in relation to a person, means any officer, employee or agent of that person

Party means a party to this Deed

Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Secured Obligations means the obligation of the Chargor to pay the Deferred Consideration in accordance with the Share Purchase Agreement and any obligations or liabilities owed by the Chargor to the Chargee arising under or in connection with this Deed

Security means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it

Shares means the entire issued share capital of the Company as at the date hereof and any additional shares issued by the Company and owned by the Chargor in the future

Share Purchase Agreement means the agreement for the sale and purchase of the entire issued share capital of the Company dated 9 July 2018 between the Chargee and the Chargor, as it may from time to time be amended, restated, novated or replaced

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999

Transaction Security means the Security created by this Deed and any other existing or future Security granted by the Chargor to the Chargee to secure the payment and discharge of Secured Obligations.

1.2 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to the Share Purchase Agreement or any other document are to that document as from time to time amended, restated, novated or replaced (however fundamentally);

- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) references to a person include its successors in title, permitted assignees and permitted transferees;
- (f) words importing the plural include the singular and vice versa;
- (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Chargee, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed; and

- 1.3 Any phrase introduced or followed by the word **other** or **include** or **including** or **in particular** shall not be given a restrictive meaning because it is preceded or followed (as the case may be) by particular examples intended to fall within the meaning of the general words and the *ejusdem generis* rule shall not apply.
- 1.4 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Chargee, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.5 This Deed may be executed in any number of counterparts.
- 1.6 Where a definition of a type of asset in clause 1.1 (*Definitions*) contains a number of categories, each category will be construed as separate from each other category.
- 1.7 A person who is not a party to this Deed has no right under the Contracts (Right of Third Parties) Act 1999 or otherwise to enforce any of its terms.
- 1.8 The Parties may terminate this Deed or vary any of its terms without the consent of any third party.

2 Payment of Secured Obligations

The Chargor will pay or otherwise discharge the Secured Obligations when they become due for payment or discharge.

3 Charge

- 3.1 The charge contained in this clause 3:
 - (a) is given to the Chargee on its own account;
 - (b) secures the payment and discharge of the Secured Obligations; and

(c) is given with full title guarantee.

- 3.2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Shares, any Rights accruing to, derived from or otherwise connected with, the Shares (including Dividends and proceeds of Disposal) and any warrants, options, and other Rights to subscribe for, or otherwise acquire, Shares.

4 Restrictions

- 4.1 The Chargor shall, and shall procure that the Company shall, ensure that the restrictions contained in this clause 4.1 are complied with unless the Chargee agrees to the contrary.

(a) No Security shall be created or permitted to exist over, or in relation to any Charged Asset.

(b) There shall be no disposal of any Charged Asset.

- 4.2 In respect of the Company's share capital, the Chargor shall not, and shall procure that the Company shall not (save as may be required by Applicable Law):

(a) cancel, increase, create, issue or put under option (i) any such share capital or (ii) any loan capital convertible into shares in the Company; or

(b) make any alteration to, grant any rights in relation to or otherwise re-organise, purchase or reduce any such share capital or reserves in any way.

5 Perfection

- 5.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry or otherwise), deposit all such documents and do all such other things as the Chargee may reasonably require from time to time in order to ensure that the Chargee has an effective first-ranking fixed charge over the Charged Assets.

- 5.2 The scope of clause 5.1 is not limited by the specific provisions of the rest of this clause 5.

- 5.3 The Chargor will:

(a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Chargee all certificates or other documents of title to the Shares and stock transfer forms for them, executed in blank by the Chargor; and

- (b) if required to do so by the Chargee (and to the extent that the Chargor is able to do so) amend the articles of association of the Company in the manner reasonably required by the Chargee.

6 Enforcement

- 6.1 The Chargee may enforce the Transaction Security at any time which is an Enforcement Time.
- 6.2 The Chargee may enforce the Transaction Security by:
 - (a) becoming the registered holder of the Charged Assets, selling the Charged Assets or otherwise receiving the benefit of the Charged Assets in any way it may decide; or
 - (b) appointing a Receiver of all or any part of the Charged Assets.
- 6.3 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.
- 6.4 The appointment of a Receiver may be made subject to such limitations as are specified by the Chargee in the appointment.
- 6.5 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Chargee may specify to the contrary in the appointment.
- 6.6 Subject to the Insolvency Legislation, the Chargee may remove or replace any Receiver.
- 6.7 If required by the Insolvency Legislation, a Receiver must be a person qualified to act as such under it.
- 6.8 The Chargee and any Receiver will have the following powers in respect of the Charged Assets:
 - (a) the powers given to an administrative receiver by the Insolvency Legislation;
 - (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
 - (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if the Charged Assets were not the subject of Security and the Chargor were not in insolvency proceedings.
- 6.9 Except to the extent provided by law, none of the powers described in this clause 6 will be affected by an Insolvency Event in relation to the Chargor.

- 6.10 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Chargee, even in the liquidation of the Chargor.
- 6.11 The Chargee may from time to time determine the remuneration of any Receiver.
- 6.12 A person dealing with the Chargee or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:
- (a) those persons have the power to do those things which they are purporting to do; and
 - (b) they are exercising their powers properly.

7 Application of proceeds

- 7.1 All money received by the Chargee or a Receiver under or in connection with the Share Purchase Agreement (whether during, or before, enforcement of the Transaction Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:
- (a) first, in or towards payment of all amounts payable to the Chargee, any Receiver or their Officers under clause 11 (*Expenses, liability and indemnity*) and all remuneration due to any Receiver under or in connection with the Transaction Security;
 - (b) secondly, in or towards payment of the Secured Obligations in such order as is required by the Share Purchase Agreement (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
 - (c) thirdly, in payment of any surplus to the Chargor.

8 Dividends; voting rights; calls

- 8.1 During an Enforcement Time (and also once the Transaction Security is being enforced), the Chargee will be entitled to receive all distributions in respect of the Shares and Dividends for application in accordance with clause 7 (*Application of proceeds*). Otherwise, subject to its undertaking in clause 9.3 (*Dividends*), the Chargor will be entitled to receive those distributions.
- 8.2 During an Enforcement Time (and also once the Transaction Security is being enforced), but only upon written notice to the Chargor, the Chargee will be entitled to exercise all voting and other Rights in respect of the Shares and the Dividends. Otherwise, the Chargor will be entitled to exercise those Rights.
- 8.3 The Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of the Shares, and the Chargee will not in any circumstances incur any liability in respect of them.

9 Undertakings

Each of the undertakings in this clause 9 remains in force from the date of this Agreement for so long as any amount is outstanding under this Deed or the Share Purchase Agreement is in force (save that the Chargor shall not be in breach of an undertaking where an action which would otherwise constitute a breach has been taken with the prior written consent of the Chargee or to the extent required by Applicable Law or a Governmental Authority).

9.1 Negative pledge

(a) Save in relation to encumbrances granted in favour of the Bank of England under the Funding for Lending Scheme and any encumbrance over any assets of the Company in place prior to the date of Completion (as defined in the Share Purchase Agreement), the Chargor shall not permit the Company to create or permit to subsist any security over any of its assets.

(b) The Chargor shall not permit the Company to:

- (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor;
- (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms; or
- (iii) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset and which is otherwise than in the ordinary course of business.

9.2 Maintenance of value and rights

(a) The Chargor shall use reasonable endeavours to preserve the value and marketability of the Charged Assets.

(b) The Chargor will notify the Chargee as soon as it becomes aware of any claim by any person to an interest in a Charged Asset.

9.3 Dividends

The Chargor shall procure that the Company does not declare any dividends until the date of payment in full of all the Secured Obligations.

9.4 Merger

The Chargor shall not permit the Company to enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction. For the avoidance of doubt, the Company shall not be restricted from winding up the Subsidiary.

9.5 No winding up

The Chargor will not convene a meeting of the Company with a view to passing a resolution that the Company be wound up.

9.6 Key Employees

- (a) The Chargor shall use, and shall procure that the Company uses, reasonable endeavours to retain Nick Fahy, unless dismissed by the Company, provided that nothing shall prevent the Company from exercising its rights (should any arise), in good faith, to summarily dismiss Nick Fahy in accordance with his employment contract terms and/or common law.
- (b) If any of the Key Employees ceases (whether by reason of death, retirement at normal retiring age or through ill health or otherwise) to perform his or her duties (as required under the relevant service contracts), the Chargor shall find and appoint a replacement for him or her as promptly as practicable.

9.7 Arm's length basis

The Chargor shall not, and shall procure that the Company shall not, other than in the ordinary course of business and on arm's length terms:

- (i) be a creditor in respect of any financial indebtedness;
- (ii) incur or allow to remain outstanding any guarantee of any obligation of any person; and
- (iii) enter into any transaction with any person, including related parties to the Chargor.

9.8 Compliance with laws and regulations

- (a) The Chargor shall, and shall procure that the Company shall comply in all material respects with all applicable material laws and regulations including:
 - (i) banking regulations which are imposed by the Financial Conduct Authority and the PRA; and

- (ii) conducting its business in compliance with applicable anti-corruption laws, including the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.

9.9 Taxation

The Chargor shall not, and procure that the Company shall not, change its residence for tax purposes.

9.10 People with Significant Control regime

The Chargor shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of the Transaction Security; and
- (b) promptly provide the Chargee with a copy of that notice.

10 Duration of the Security

- 10.1 The Transaction Security will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- 10.2 If any payment by the Chargor or any other security provider or any release given by the Chargee (whether in respect of the Secured Obligations or any Security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
 - (a) the liability of the Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Chargee will be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.
- 10.3 Section 93 of the Law of Property Act 1925 will not apply to the Transaction Security.

11 Expenses, liability and indemnity

- 11.1 The Chargor will, on demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Chargee or by any Receiver in connection with the enforcement or preservation of the Transaction Security or the preservation of the Charged Assets. This includes any costs and expenses relating to the enforcement or

preservation of the Transaction Security or the Charged Assets and any amendment, waiver, consent or release required in connection with the Transaction Security.

- 11.2 Neither the Chargee nor a Receiver nor any of their Officers will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Transaction Security, except to the extent caused by its own negligence or wilful misconduct.
- 11.3 The Chargor will, on demand, indemnify each of the Chargee, a Receiver and their respective Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
- (a) anything done or omitted in the exercise of the powers conferred on it under the Transaction Security, unless it was caused by its negligence or wilful misconduct; or
 - (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Transaction Security had not been granted and which was not caused by its negligence or wilful misconduct.

12 Remedies

- 12.1 The Rights created by this Deed are in addition to any other Rights of the Chargee against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- 12.2 No failure by the Chargee to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by the Chargee preclude its further exercise.
- 12.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

13 Power of attorney

The Chargor, by way of security, irrevocably appoints each of the Chargee and any Receiver severally to be its attorney to do anything:

- (a) which the Chargor is lawfully obliged to do under this Deed; or
- (b) which the attorney may reasonably require to exercise any of the Rights conferred on it by this Deed or by law.

14 Notices

14.1 Any notice, demand or other communication given or made to a Party under or in connection with this Deed shall be:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) sent to the Party for the attention of the person, in the manner and at the address specified in this clause; and
- (c) shall be deemed to have been duly given or made as follows:
 - (i) if personally delivered, on the date and time of delivery at the address of the relevant Party;
 - (ii) if delivered by commercial courier, on the date and at the time of signature of the courier's receipt; or
 - (iii) if sent by post or airmail requiring signature on delivery, on the date that the signature is obtained,

provided that if, in accordance with the above provisions, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. on a Business Day such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

14.2 A Party may notify the other Parties to this Deed of a change to its name, relevant addressee or address for the purposes of clause 14.1, provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date falling five Business Days after notice of any such change has been given.

14.3 The addresses for delivery of a notice, demand or other communication are as follows:

- (a) the Chargee:

Bank of Cyprus Public Company Ltd

Address: 51 Stasinou, 2002 Strovolos, Nicosia, Cyprus

E-mail: [REDACTED] with a copy to
[REDACTED]

For the attention of: Katia Santis

(b) the Chargor:

Address: c/o Dhamecha Group, Wembley Stadium Industrial Estate, First Way, Wembley,
Middlesex, HA9 0TU

E-mail: [REDACTED]

For the attention of: Pradip Dhamecha

- 14.4 To prove service, it is sufficient to prove that if sent by post or airmail requiring signature on delivery, the envelope containing the notice or other communication was properly addressed and posted.
- 14.5 A notice or other communication required to be given under or in connection with this Agreement shall not be validly served if sent by e-mail only, but a copy shall be provided by e-mail to the addresses noted above.

15 Law and jurisdiction

- 15.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 15.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of or any non-contractual obligations arising out of or in connection with this Deed) (a **Dispute**).
- 15.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 15.4 Clause 15.2 is for the benefit of the Chargee only. As a result, the Chargee will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1
Initial administrative details of the parties

| Party | Address | Email Address | Attention |
|--------------|--|--|------------------|
| Chargor | c/o Dhamecha Group, Wembley Stadium Industrial Estate, First Way, Wembley, Middlesex, HA9 0TU | [REDACTED] | Pradip Dhamecha |
| Chargee | Stasinou 51, 2002 Strovolos, Nicosia, Cyprus | [REDACTED] with a copy to [REDACTED] | Katia Santis |

SIGNATORIES

The Chargor

Executed as a deed by CYNERGY CAPITAL LIMITED

acting by

Director

In the presence of:

.....
Signature of Witness

Witness name:

Witness address:

Witness occupation:

The Chargee

EXECUTED as a DEED for and on behalf of **BANK OF CYPRUS PUBLIC COMPANY LIMITED**, a company incorporated under the laws of the Republic of Cyprus by

_____, and _____, who, in accordance with the laws of that territory are acting under the authority of the company

.....
Authorised signatory

.....
Authorised signatory

SIGNATORIES

The Chargor

Executed as a deed by **CYNERGY CAPITAL LIMITED**

acting by

.....
Director

in the presence of:

.....
Signature of Witness

Witness name:

Witness address:

.....

Witness occupation:

The Chargee

EXECUTED as a **DEED** for and on behalf of **BANK OF CYPRUS PUBLIC COMPANY LIMITED**, a company incorporated under the laws of the Republic of Cyprus by

_____, and _____, who, in accordance with the laws of that territory are acting under the authority of the company

.....
[Redacted Signature]

Authorised signatory

[Redacted Signature]

Authorised signatory