



Registration of a Charge

Company name: **Sethia London Limited**

Company number: **00884903**



X60N2Y0P

Received for Electronic Filing: **20/02/2017**

Details of Charge

Date of creation: **09/02/2017**

Charge code: **0088 4903 0013**

Persons entitled: **BARCLAYS BANK (SUISSE) 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: **WE 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 CHARGING INSTRUMENT.**

Certified by: **DENTONS UKMEA LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 884903

Charge code: 0088 4903 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2017 and created by Sethia London Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2017 .

Given at Companies House, Cardiff on 21st February 2017

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

General Deed of Pledge and Assignment

Barclays Bank (Suisse) SA

Please complete clearly in BLOCK CAPITALS using a black ballpoint pen. This will avoid delays in processing your application.

Account number [REDACTED]

1. By executing the present General Deed of Pledge and Assignment (hereinafter referred to as the 'Agreement') you, the undersigned (hereinafter referred to as the 'Pledgor', 'you' or 'your') hereby pledge and/or assign in relation to the above mentioned bank account/custody account (hereinafter referred to as the 'Account') the items listed below to Barclays Bank (Suisse) SA (hereinafter referred to as the 'Bank', 'we', 'us' or 'our') as security for all of our claims against you and against

Title	Mr	Mrs	Miss	Ms	Dr
Other title					
First name(s)					
Surname					

OR

Corporate name	SETHIA LONDON LIMITED
Residential address/Registered office address	105, ST. JOHN STREET LONDON
Post/Zip code	EC1M 4AS
P.O. Box	
City	LONDON
Country	UNITED KINGDOM

(hereinafter referred to as the 'Debtor')¹

¹ For the avoidance of doubt, if no name is inserted as 'Debtor' this Agreement only secures our claims against you.

which we have at present or acquire in future within the scope of the existing business relationships, including all previously due or current interest payments, commissions, expenses arising in connection with the disposal of the pledged items and the costs of prosecution and enforcement. The pledge and assignment shall secure the principal amount of said claims as well as interest due and to become due thereon, as well as commissions, advances and any expenses (including any expenses incurred by us in connection with the enforcement of this Agreement, lawsuits, etc.) and all other charges owed to us by you and/or the Debtor.

The Pledge and assignment shall extend to:

- (1) all securities, commodities and other valuables deposited with us at present or in the future,
- (2) all claims and rights of any kind held by you with us, including balances on bullion accounts, balances in foreign currencies and all claims arising from fiduciary investments, including claims against us (which shall only be subject to the pledge created hereunder, and not be assigned to us),
- (3) all claims arising from debt instruments deposited with us, or elsewhere, including all rights to our own or to external collective custody accounts,
- (4) all claims and rights towards third parties held by us, including those held on a fiduciary basis, as specified below:
all collateral together with the accessory rights (including certificates of land charge in the case

of mortgage deeds, plus all current interest and interest that shall have become due thereon at the contractually agreed rate since their time of issue pursuant to Article 818 of the Swiss Civil Code) and secondary considerations of any kind (subscription rights, bonus shares, etc.). The pledge and assignment also extends to all intermediated securities (within the meaning of the Federal Act on Intermediated Securities of 3 October 2008) which stand or will stand from time to time to the credit of the Account.

In the case of other securities which are not made out to the bearer or which have not been transferred to us by unqualified endorsement, this Agreement is treated as a declaration of assignment pursuant to Article 901, Section 2 of the Swiss Civil Code.

2. The pledge and assignment extends to all security, even if its value is increased by subsequent additions. If pledged items are exchanged, the new items shall serve as security in the place of the former ones. You are obligated at our option to immediately take any action required for transferring the pledged items.
3. Where mortgage deeds, documents of title or certificates of presentation, stores and other movables or titles issued on goods are pledged, you are obligated to provide the customary insurance for the pledged items or, as the case may be, for the land, properties or objects they represent.

You hereby assign to us all insurance claims for damages pertaining to the pledged items and other claims to damages arising under private or public law for the purpose of securing such claims. You authorise us to receive the mentioned compensation for your account and to issue legally valid receipts in respect thereof.
4. The pledged items shall be safeguarded and managed, insofar as their nature permits, in accordance with

our Legal Terms. Further, it is the Pledgor's and/or the Debtor's responsibility to take the necessary precautions to maintain the value of the collateral.

However we are entitled – but not bound – to take such precautions ourselves at your expense and risk. In particular, we shall be entitled to give notice for and collect claims and securities and, in the case of mortgage deeds, to exercise all rights belonging to the mortgagor. Moreover, we may at any time take pledged items lodged with third parties into our own custody.

These powers do not expire upon your death or for any of the other reasons for expiry stipulated in Article 35 of the Swiss Code of Obligations and are deemed to have been conferred irrevocably.

5. Should the value of the pledged items have fallen, or seem likely to fall, or should we for any other reason no longer regard the security as adequate in respect to our claims, each of you and the Debtor is obligated at our first request to provide additional cover or to make the requested repayments.

Should you and/or the Debtor fail to meet this obligation within three (3) calendar days, or should you and/or the Debtor default in any other obligations towards us, we shall at our discretion be entitled to realise the pledged items freely or by enforcement, whether or not our claim is then due and payable. We shall have the same rights in the event that, for any factual or legal reason or under any exceptional circumstances, it proves impossible for us to deliver our request without delay and the value of the pledged assets should have decreased below the usual or agreed margin level.

Pledged items may be realised without regard to the formalities provided in the Federal Law on Debt Collection and Bankruptcy or the legal provisions

applicable at the place outside Switzerland where disposal is effected, provided that necessary and reasonable notification has been given to you and/or the Debtor. If we consider that there is an urgent need for action, we are entitled to demand additional cover or repayment by telephone, telefax, electronic mail or any other similar means of communication and to shorten the period of notice from three (3) calendar days to twenty four (24) hours.

In both private and official realisation of pledged items, we are entitled to act as your agent contracting in our own name.

We shall in addition have the right to realise the pledged assets in our favour without any further formality than a prior notification to you in a suitable and reasonable manner, to its full discharge towards you, if any of you and the Debtor is in default for the payment of your and the Debtor's debts or the performance of any obligations or in a situation which, in our opinion, might jeopardize our solvency.

As regards account balances, fiduciary investments and deposits and all other claims you may have against us, we shall be entitled, as the case may be, to enforce our rights under this Agreement by setting off our claim(s) against your aforesaid claims (after the conversion of the assets expressed in other currencies, as the case may be), regardless of the dates on which such claims respectively fall due or the respective currencies in which they are expressed.

6. We shall be entitled, at our discretion, to dispose of any assets deposited in the above-mentioned account and/or any other security constituted for the claims secured hereunder at our discretion and within such order and period as we shall think appropriate. We may, therefore, realise the assets deposited in the above-mentioned account before

proceeding with the realisation of whatever other security constituted by you and/or the Debtor and/or any third party for the claims secured hereunder.

Should bankruptcy proceedings or (court or out-of-court) composition or settlement proceedings be instituted against the Pledgor of the Debtor or should receivership have been decreed, we shall be entitled to dispose of third party pledges immediately up to the amount of our registered claims and not to set off the proceeds against our remaining claims until the termination of the said proceedings, or to defer the disposal until the proceedings are terminated.

7. You undertake to cooperate, if necessary, in the transfer to the new purchaser of registered securities, other instruments with named beneficiaries or simple debt notes.

Where pledged registered securities are to be disposed of, this Agreement is to be regarded as an assignment in blank or endorsement in our favour.

8. If several claims are secured by this Agreement, we shall determine in our sole discretion the manner and, as the case may be, the order in which such claims shall be secured by the pledged assets and/or the claim(s) against which the proceeds of the pledged items are to be offset.
9. We shall be entirely free to choose whether or not to exercise any rights conferred by this Agreement and shall have no obligation to exercise any such rights. We shall in any event be entitled, if we consider such a course of action to be preferable, to bring proceedings against you and/or the Debtor in person, without first being obliged to realise all or any part of the pledged assets, and shall not incur any liability in the event that we do not exercise, or exercise only partially, our right to realise the pledged assets. Consequently,

we shall not incur any liability for the timing and the exercise or lack of exercise of all or part of such rights under this Agreement. Further, any delay or omission in exercising all or part of such rights shall not constitute a waiver by us of any such rights under this Agreement.

10. This Agreement shall remain valid until the claims secured hereunder have been fully and irrevocably discharged.
11. All rights and obligations arising from this Agreement shall be governed by Swiss law. The place of performance, the exclusive place of jurisdiction for any form of proceeding and the place for debt collection proceedings – the latter only if you or the Debtor is resident outside of Switzerland – shall be the ordinary courts of our head office in Geneva, Switzerland, or that of our branch(es) subject to any right of appeal to the Swiss federal court. However, we retain the right to file an action in your country of domicile or before any other competent courts. You elect domicile in Geneva for the purpose of any debt collection proceedings.
12. In all respects, our Legal Terms shall apply.

Account Holder's signature

Place

LONDON

Date

09/02/2017

For Individual Account Holder (the Pledgor)

(All joint Account Holders must sign)

First Account Holder

Signature

Name

Second Account Holder

Signature

Name

Third Account Holder

Signature

Name

Fourth Account Holder

Signature

Name

For Corporate Account Holder (the Pledgor)

Signature

[Redacted Signature]

Name

Robert Eric Lightfoot

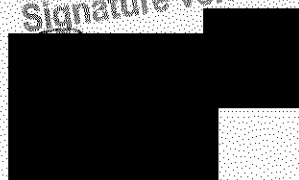
Signature

[Redacted Signature]

Name

Jean-Pierre Stanley Booth

Signature verified



CHRISTOPHER LEEMING

The Debtor

(to be signed by all debtors if the assets are pledged by a third party)

Signature

[Redacted Signature]

Name

[Redacted Name]

Signature

[Redacted Signature]

Name

[Redacted Name]

Signature

[Redacted Signature]

Name

[Redacted Name]

Signature

[Redacted Signature]

Name

[Redacted Name]

