

Registration of a Charge

Company Name: COLT (LONDON) LIMITED

Company Number: 02522265

Received for filing in Electronic Format on the: 16/04/2024

Details of Charge

Date of creation: 15/04/2024

Charge code: **0252 2265 0007**

Persons entitled: NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC

Brief description:

Contains fixed charge(s).

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: DMH STALLARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2522265

Charge code: 0252 2265 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2024 and created by COLT (LONDON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2024.

Given at Companies House, Cardiff on 18th April 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







- (1) **COLT (LONDON) LIMITED** incorporated and registered in England and Wales with company number **02522265** whose registered office is at 7 Beech Road Business Park, Cadleigh, Ivybridge, Devon, England, PL21 9HN ("**the Depositor**"); and
- (2) NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC of 13 George Street, London W1U 3QJ ("the Bank" which expression shall include its successors and assignees).

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Charge the following words and expressions shall unless the context otherwise requires have the following meanings:-

"Act" means the Law of Property Act 1925;

"Default Rate" means the default rate specified in any agreement between the Bank and the Depositor pursuant to which this Charge has been entered into and if none means 5% per annum above the base rate for the time being of HSBC Bank Plc;

"Deposit" means the sum of USD 9,220.09 (United States Dollars nine thousand two hundred and twenty dollars and nine cents) deposited or to be deposited by the Depositor with the Bank in the Security Account together with all interest and other rights and benefits accruing to or arising from time to time in respect of the sum deposited and the Security Account;

"Financial Collateral" has the meaning given to that expression in the Financial Collateral Regulations;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

"Insolvency Event" means, in respect of the Depositor, the presentation of a petition or application for the making of an order to, or the making of an order by, any court of competent jurisdiction for, or the passing of an effective resolution for, its liquidation, winding-up, dissolution, administration or re-organisation (in circumstances only where the Depositor is unable to pay its debts as they fall due and/or is balance

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sheet insolvent) or the levying of any distress, execution, sequestration or other process on or which affects any of its property or assets or the appointment of an administrator, administrative receiver, receiver and manager, receiver, trustee or similar officer of the Depositor or any part of the Depositor's assets or if any person gives written notice of its intention to appoint an administrator of the Depositor or files such a notice with the court, or the commencement of negotiations or a proposed voluntary arrangement by the Depositor with its creditors or any analogous procedure or step is taken in any jurisdiction;

"Secured Assets" means all the assets, property and undertaking of the Depositor which are, or are expressed to be, subject to the Security created by, or pursuant to, this Charge (and references to the Secured Assets shall include references to any part of them);

"Secured Liabilities" means all obligations and liabilities of the Depositor of any kind and in any currency due, owing or incurred by the Depositor to the Bank (including, without limitation, all monies covenanted to be paid under this Charge) whether present or future, actual or contingent and whether owed by the Depositor as principal or surety or incurred solely or jointly or in any other capacity including (without limitation) interest, fees and amounts due in relation to costs and expenses;

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

"Security Account" means the account or accounts or sub-account or sub-accounts opened or to be opened with the Bank in the name of the Depositor including (without limitation) under account as the Bank shall require so as to ensure that this Charge represents Security over the Secured Assets;

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations; and

"Security Period" means, the period beginning on the date of this Charge and ending on the date on which:

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- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Bank has no further commitment, obligation or liability under or pursuant to any agreement or document in favour of the Depositor.
- 1.2 In this Charge, unless the context otherwise requires:-
 - 1.2.1 words denoting the singular number only shall also include the plural number and vice versa;
 - 1.2.2 words denoting the neutral gender only shall also include the feminine gender and masculine gender and vice versa;
 - 1.2.3 references to Clauses and Schedules are to the clauses and schedules to this Charge and references to sub-clauses shall unless otherwise specifically stated be constituted as references to the sub-clauses of the Clause in which the reference appears and references to this Charge include its Schedules;
 - 1.2.4 clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge;
 - 1.2.5 except to the extent the context otherwise requires any reference in this document to 'this Charge' and any other document referred to in it includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending varying supplementing novating or replacing the terms of any such documents from time to time;
 - 1.2.6 references to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity;
 - 1.2.7 references to any person are to be construed to include references to that person's successors transferees and assigns whether direct or indirect;

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- 1.2.8 references to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision;
- 1.2.9 the words 'other' and 'otherwise' are not to be construed ejusdem generis with any foregoing words where a wider construction is possible; and
- 1.2.10 the words 'including' and 'in particular' are to be construed as being by the way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

CHARGE

The Depositor, with full title guarantee, hereby charges the Security Account and the Deposit by way of a first fixed charge to the Bank as a continuing security for the payment of the Secured Liabilities.

COVENANT TO PAY

- 3.1 The Depositor covenants duly and punctually to pay and discharge to the Bank forthwith on demand the Secured Liabilities at the time or times when and in the currencies which they become due for payment whether at maturity on acceleration on demand or otherwise.
- 3.2 The Depositor shall pay interest to the date of payment or discharge (notwithstanding any demand or any judgment obtained by the Bank or the liquidation or administration of or any arrangement or composition with creditors by the Depositor) at the Default Rate. Such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Bank but without prejudice to the right of the Bank to require payment of such interest.
- 3.3 All sums payable by the Depositor under this Charge shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Depositor will simultaneously with making the relevant payment under this Charge pay to the Bank such additional amount as will result in the receipt by the Bank of the full amount which would have

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been receivable had such withholding or deduction not been made and will supply the Bank promptly with evidence satisfactory to the Bank that the Depositor has accounted to the relevant authority for the sum withheld or deducted.

4. TERMS OF THE DEPOSIT

- 4.1 The Depositor shall not be entitled to withdraw or transfer all or any part of the Deposit during the Security Period (regardless of whether the Deposit exceeds the amount of the Secured Liabilities).
- 4.2 Interest shall accrue on the Deposit at such rates and be payable on such dates and in such manner as the Bank may determine from time to time provided that any such interest shall be credited to the Security Account and form part of the Deposit.
- 4.3 Any agreement (whether before on or after the date of this Charge) that the Deposit is to be held on fixed time deposit period shall be for the purposes of calculation and payment of interest only and shall not prejudice the Bank's rights or obligations under any provision of this Charge. The Bank may unilaterally terminate any such fixed time deposit period at any time and adjust any interest payable by the Bank accordingly.
- 4.4 If the Deposit is held on fixed time deposit then on the expiry of the relevant fixed time deposit period it shall be redeposited or successively redeposited on such terms (including without limitation successive fixed time deposits) as may be agreed from time to time between the Depositor and the Bank or failing such agreement as may be determined by the Bank.

5. RIGHT OF SET-OFF

- The Depositor authorises the Bank at any time (without prior notice and at its absolute discretion):
 - 5.1.1 to set off any liability of the Depositor to the Bank against any liability of the Bank to the Depositor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Charge; and/or
 - 5.1.2 to convert all or any part of the Deposit into the currency (if different) in which the Secured Liabilities are due on the basis of the exchange rate prevailing in the London Foreign Exchange Market

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(or, if the said market is for any reason closed for business at the time in question, in such other recognised foreign exchange market as it may select) for spot transactions between currencies in question at the time of any such conversion.

6. REPRESENTATIONS WARRANTIES AND COVENANTS BY THE DEPOSITOR

- The Depositor hereby represents, warrants and covenants to the Bank on the date of this Charge and on each day of the Security Period that:
 - 6.1.1 it is and will be the sole legal and beneficial owner of, and has good, valid and marketable title to, the Secured Assets free from any Security and will not create or attempt to create or permit to arise or subsist any Security (other than this Charge) on or over the Secured Assets;
 - 6.1.2 it has not sold assigned or otherwise disposed of or agreed to sell, assign or dispose of and will not at any time during the subsistence of this Charge sell, assign or dispose of or agree to sell, assign or otherwise dispose of or agree to dispose of all or any of the Depositor's right, title and interest in and to all or any part of the Secured Assets:
 - 6.1.3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets;
 - 6.1.4 there is no breach of any law or regulation that materially and adversely affects the Secured Assets;
 - 6.1.5 no Security expressed to be created under this Charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Depositor or otherwise;
 - 6.1.6 it shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Charge;
 - 6.1.7 it shall comply with the requirements of any law or regulation relating to or affecting any of the Secured Assets or the use of any

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of them or any part of them and shall obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew the Secured Assets:

- 6.1.8 it shall, promptly on becoming aware of any of the same, notify the Bank in writing of any representation or warranty set out in this Charge that is incorrect or misleading in any material respect when made or deemed to be repeated and any breach of any covenant set out in this Charge;
- 6.1.9 it shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Bank;
- 6.1.10 it has and will at all times have the necessary power to enter into and perform its obligations under this Charge;
- 6.1.11 this Charge constitutes legal valid binding and enforceable obligations on it and is a security over all and every part of the Secured Assets effective in accordance with its terms;
- 6.1.12 this Charge does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Depositor is a party or by which it is bound;
- 6.1.13 all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect during the Security Period;
- 6.1.14 it will not withdraw or permit to be withdrawn the whole or any part of the Deposit; and
- 6.1.15 it will maintain, in respect of the Deposit such margin of security in relation to the Secured Liabilities as may from time to time be required by the Bank pursuant to the arrangements between the Bank and the Depositor, and the Depositor will deposit forthwith on the demand of the Bank such additional sums as may be required and such additional sums shall form part of the Secured Assets for

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the purpose of this Charge and shall be held by the Bank on and subject to the terms of this Charge.

7. WHEN SECURITY BECOMES ENFORCEABLE

- 7.1 The Security created by this Charge shall become immediately enforceable on and at any time following the occurrence of one or more of the following events:
 - 7.1.1 the Bank has demanded payment of the Secured Liabilties;
 - 7.1.2 an Insolvency Event; and/or
 - 7.1.3 the request of the Depositor by written notice at any time.
- 7.2 The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Charge) shall be immediately exercisable upon and at any time after the Security created by this Charge has become enforceable.
- 7.3 After the Security creatd by this Charge has become enforceable, the Bank may in its absolute discretion enforce all or any part of this Charge in such manner as it sees fit.

8. RIGHT OF APPROPRIATION

- 8.1 To the extent that:
 - (a) the Deposit consitutes Financial Collateral; and
 - (b) this Charge and the obligations of the Depositor under it constitute a Security Financial Collateral Arrangement,
 - the Bank shall have the right, at any time after the security consituted by this Charge has become enforceable, to appropriate all or any of the Deposit in or towards the payment or discharge of the Secured Liabilities in any order that the Bank may, in its absolute discretion, determine.
- 8.2 The value of any Deposit appropriated in accordance with this Clause shall be, in the case of cash, the amount standing to the credit of the Security Account, together with interest accrued but unposted, at the time that the right of appropriation is exercised..
- 8.3 The Depositor agrees that the method of valuation provided for in this Clause is commercially reasonable for the purposes of the Financial Collateral Regulations

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9. CONTINUING SECURITY

- 9.1 The security constituted by this Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever including the insolvency, liquidation or administration of the Depositor (or the equivalent in any other jurisdiction) and shall be binding until the expiry of the Security Period.
- 9.2 If the Bank receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting the Deposit or any part of it, the Bank may open a new account or accounts for the Depositor and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Depositor to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Charge at the time when the Bank received or was deemed to have received such notice.
- 9.3 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the Act immediately on the execution of this Charge and Section 103 of the Act (restricting the power of sale) Section 109 of the Act (restricting the power to appoint a receiver) and Section 93 of the Act (restricting the right of consolidation) shall not apply to this Charge.
- 9.4 All monies received recovered or realised by the Bank under this Charge may at the discretion of the Bank be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Bank thinks fit pending their application from time to time (as the Bank shall be entitled to do in its sole discretion) in or towards the discharge of any of the Secured Liabilities.

POWER OF ATTORNEY

10.1 By way of security, the Depositor hereby irrevocably appoints the Bank, every receiver and every delegate separately to be the attorney of the Depositor and in its name and on its behalf and as its act and deed to execute any documents and do any acts and things that the Depositor is required to execute and do under this Charge or any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred

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by this charge or by law on the Bank, any receiver or any delegate provided always:-

- 10.1.1 that the Bank and its agents shall not (save in the case of gross negligence or wilful default) be responsible to the Depositor for any loss thereby incurred; and
- 10.1.2 notwithstanding the terms of Clause 10.1.1 third parties shall not be bound to see or enquire whether the right of the Bank to exercise the powers hereby conferred has arisen.
- The Depositor hereby ratifies and confirms and agrees to ratify and confirm anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 10.1.

11. FURTHER ASSURANCES

Without prejudice to anything else contained in this Charge the Depositor shall at any time at the request of the Bank but at the cost of the Depositor promptly sign seal execute deliver and do all deeds instruments notices documents acts and things in such form as the Bank may from time to time require for perfecting or protecting the security over the whole or any part of the Secured Assets or Deposit or for facilitating its realisation.

12. **CURRENCY INDEMNITY**

If under any applicable law or regulation or pursuant to a judgement or order being made or registered against the Depositor or the liquidation or other insolvency of the Depositor or without limitation for any other reason any payment under or in connection with this Charge is made or falls short in a currency (the "Payment Currency") other than the currency in which such payment is expressed to be due under or in connection with this Charge (the "Contractual Currency") then to the extent that the amount of such payment actually received by the Bank when converted into the Contractual Currency at the rate of exchange falls short of the amount due under or in connection with this Charge the Depositor as a separate and independent obligation shall indemnify and shall not hold the Bank liable against the amount of such shortfall. For the purposes of this Clause "rate of exchange" means the rate at which the Bank is able on or about the date of such payment to purchase, in accordance with its normal practice, the Contractual Currency with the Payment Currency and shall take into account (and the Depositor shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

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13. **COSTS**

All costs, charges and expenses incurred by the Bank in relation to this Charge or the Secured Liabilities shall be reimbursed by the Depositor to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest at the Default Rate from the date of payment by the Bank to the date of reimbursement.

14. MISCELLANEOUS

- 14.1 No delay, indulgence or omission on the part of the Bank in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- Any waiver by the Bank of any terms of this Charge or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.
- 14.4 The security constituted by this Charge shall be in addition to and shall not be prejudiced, determined or affected by nor operate so as in any way to determine, prejudice, affect or merge in any Security which the Bank may now or at any time in the future hold for or in respect of the Secured Liabilities or any of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Bank in perfecting or enforcing any remedies, securities, guarantees or rights it may now or in the future have from or against the Depositor or any other person or any waiver release variation act omission forbearance, unenforceability, indulgence or invalidity of any such remedy, security, guarantee or right.
- 14.5 If at any time any one or more of the provisions of the Charge 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 of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

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- 14.6 Any statement certificate or determination of the Bank as to the Secured Liabilities, the Deposit or without limitation any other matter provided for in this Charge shall in the absence of manifest error be conclusive and binding on the Depositor.
- 14.7 At any time, without the consent of the Depositor, the Bank may assign any of its rights or transfer any of its rights and obligations under this Charge and may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Depositor, Deposit, the Secured Assets and this Charge that the Bank considers appropriate.
- 14.8 The Depositor may not assign any of its rights, or transfer any of its rights or obligations, under this Charge or enter into any transaction which would result in any of those rights or obligations passing to another person.
- 14.9 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

NOTICES

- 15.1 Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter dispatched as follows:
 - 15.1.1 if to the Bank to its address specified at the head of this Charge;
 - 15.1.2 if to the Depositor to its address specified at the head of this Charge or its registered or principal office for the time being or to such other address in England as may be notified in writing in accordance with this Clause by the relevant party to the other party for such purpose.
- Save as set out in Clause 15.5, every notice demand or other communication shall be deemed to have been received (if sent by post) 24 hours after being posted first class postage prepaid (if posted from and to an address within the United Kingdom) or 5 working days after being posted prepaid airmail (if posted from or to an address outside the United Kingdom) and (if delivered personally) at the time of delivery if during normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day.
- The Bank and any receiver may but shall not be obliged to rely upon and act in accordance with any communication which may be or purport to be given

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by telephone on behalf of the Depositor by any person notified to the Bank by the Depositor as being authorised to give such communication without enquiry as to the authority and identity of the person making or purporting to make such communication. The Depositor shall indemnify and keep the Bank or any receiver indemnified on a full indemnity basis against all losses claims actions proceedings damages costs and expenses incurred or sustained by the Bank as a result of relying upon or acting in accordance with any such communication.

- 15.4 All notices demands or other communications under or in connection with this Charge shall be in English.
- All notices to the Bank shall be deemed to have been given only on actual receipt by the Bank.

16. COUNTERPARTS

- 16.1 This Charge may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- Transmission of an executed counterpart of this Charge (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Charge. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, a party shall on request provide the other with the "wet ink" hard copy originals of their counterpart.
- 16.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Charge is governed by and shall be construed in accordance with English law.
- 17.2 The Depositor irrevocably agrees (for the exclusive benefit of the Bank) that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Charge and for such purposes irrevocably submits to the jurisdiction of such courts.

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- 17.3 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Depositor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).
- 17.4 The Depositor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof the Depositor has executed and delivered this Charge as a Deed the day and year first before written.

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EXECUTION PAGES

The Depositor			
EXECUTED as a DEED by)		
COLT (LONDON) LIMITED)		Director Signature
acting by a director)		
in the presence of a witness:)		PRINT Director name
Witness Signature:			
Witness: Name:			
Witness Address:			
Witness Occupation:			
AD.			
OR EXECUTED as a DEED by			
COLT (LONDON) LIMITED		`	
•)	
acting by a director and its secretary)	Secretary Signature ANDREW JOHN CRANE
			PRINT Secretary name
		I	DocuSigned by:
			Director Signature
			STEFANO MACCAGNANI
			PRINT Director name

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The Bank

EXECUTED as a DEED by)		
two authorised signatories for)	Authorised Signatory Signature	
and on behalf)	NICHOLAS SIMMONDS	
of NATIONAL BANK OF KUWAIT)	NICHOLAS SIMMONDS	
(INTERNATIONAL) PLC)	PRINT Authorised Signatory name	
)		
		Authorised Signatory Signature	
		NICHOLAS HABER	
		PRINT Authorised Signatory name	

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