



**Registration of a Charge**

Company name: **HARWOOD HOLDCO LIMITED**

Company number: **03628075**



X88JHTN

Received for Electronic Filing: **28/06/2019**

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**Details of Charge**

Date of creation: **26/06/2019**

Charge code: **0362 8075 0001**

Persons entitled: **SCHRODER & CO BANK AG**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **CCL**



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

Company number: 3628075

Charge code: 0362 8075 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2019 and created by HARWOOD HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2019 .

Given at Companies House, Cardiff on 1st July 2019

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 pledge and assignment

The undersigned (hereinafter the "Client")

### Harwood Holdco Limited

Last name and first name or company name

herewith grants/grant **Schroder & Co Bank AG** (hereinafter the "Bank") a right of lien on the assets indicated in Article 1 (hereinafter the "Pledge" or "Pledges") as security in accordance with Article 2 for all claims by the Bank against the Client (in this case also the debtor), and/or against the following person(s) (hereinafter the "Third-Party Debtor"):

Last name and first name or company of the Third-Party Debtor

### 1. Pledges

The undersigned hereby pledge(s) all assets that the Bank holds in custody or books at the Bank or elsewhere for the account of the Client, as well as all current and future unconditional and conditional claims of the Client against the Bank. In particular, the right of lien shall apply to:

- securities, book-entry securities, cash, precious metals, commodities, artworks, certificates/promissory notes of claims and participations, including the specified rights therein and all other assets that the Bank holds in custody or manages now or in the future, exclusively or partially, in the name of the Client or in its own name for the account of the Client, at the Bank or at third parties.
- all book-entry securities booked to a securities account currently or in future that the Bank holds in the name of the Client.
- all current and future conditional and unconditional claims and rights of any kind by the Client against the Bank, especially the entire assets of the Client on all accounts in the Client's name at the Bank in all currencies, including assets in metal accounts and other special accounts, all rights to the Bank's pooled custody accounts and claims relating to fiduciary investments and fixed-term deposits.
- all rights, especially preferential and accessory rights, due or not due in connection with the pledged assets, claims and other rights (interest, dividends, subscription rights, conversion rights, bonus shares etc.). In the case of mortgage liens – including mortgage notes in the name of the owner – the pledged accessory rights include rent and lease payments and, in accordance with Article 818 para. 3 of the Swiss Civil Code, three matured annual interest amounts and the ongoing interest in the amount of the agreed interest rate for the secured claim in question. In the case of assets held externally, this shall include in particular the right of delivery, all joint ownership rights and claims against external collective depositories.

The release of individual Pledges from the right of lien shall not affect the Bank's lien on the other Pledges.

The right of lien shall always apply to the entire Pledge, even if the value of the said Pledge increases due to in-payments, etc. If there are any changes to the pledged assets (e.g. due to substitution, exercise of convertible bonds, etc.), the new assets or claims shall be automatically liable in the place of or in addition to the previous assets in the Pledge. If securities are redeemed, the equivalent value shall be liable as pledged assets until they are reinvested.

### 2. Content and scope of the right of lien

The right of lien shall apply to all current and future unconditional and conditional claims by the Bank against the Client or Third-Party Debtor, including any outstanding and maturing interest, fees, commissions and judicial and extra-judicial costs of all kind that arise in relation to the claims and the collection of claims as well as the exercise and realisation of securities.

If there is more than one claim, the Bank shall decide which of the claims the security or its proceeds shall be used for.

The right of lien shall continue to apply if the liabilities of the Client or Third-Party Debtor are paid off fully or partially on a temporary basis.

### 3. Insurance and storage

Where mortgage titles, commodity certificates or warehouses and other properties are pledged, the Client shall take out the usual insurance for the pledges or the land, objects or commodities represented by such Pledges.

If the Client fails to do so, the Bank shall be entitled, but not obliged, to have the Pledges insured with an insurance company of its choice at the cost of the Client or the Third-Party Debtor at the Bank's discretion. Furthermore, the Bank shall be authorised to determine where Pledged Assets are to be stored. Storage and transport shall be carried out exclusively at the cost and risk of the Client, who shall also ensure that the assets are properly maintained.

### 4. Assignment

The Client hereby assigns to the Bank all claims related directly or indirectly to the Pledges, including any related insurance claims and other private and public claims for compensation, as well as any claims arising from any realisation of the Pledges or part of the Pledges to secure the Bank's claims in accordance with Article 2. The Bank shall be entitled to notify these assignments to the Client's debtors at any time at its discretion and to issue and receive the necessary communications for the realisation of compensation claims, to receive compensation for the account of the Client and to give legally valid discharge for the said compensation. The Client shall inform the Bank immediately of any compensation claims that have arisen.

### 5. Rights from Pledges; management and representation

The Pledges shall be held or booked and managed in accordance with the General Conditions and the Bank's Safe Custody Regulations at the Bank or at third parties, inasmuch as the nature of the Pledges permits this. The Bank may at any time take Pledges held with third parties into its own custody or place them with a depository of its choosing.

The Bank shall be entitled but not obliged to represent the Client with respect to the Pledges, to manage them and to exercise any of its shareholder's rights. The Client shall take the steps necessary for the safeguarding of rights arising from the Pledges (checking lotteries, distributions, repayments, terminations, conversions, subscription rights, expiry of goods, payment of insurance premiums, etc.). The Bank shall be entitled but not obliged to take these steps at the cost and risk of the Client.

The Client shall be responsible for terminating and collecting receivables from Pledged Assets, securities, claims and similar as well as for collecting interests, dividends, etc. The Bank is authorised but under no obligation to render these services and, in particular, to exercise the rights of the mortgagee of pledged real estate. The rights of the mortgagee of pledged real estate shall apply solely to the Bank in accordance with Articles 832, 833 and 845 of the Swiss Civil Code. The Client shall notify the Bank in this regard and accept the Bank's decisions.

#### 6. Additional coverage and partial payment; due dates

Should the value of the pledged assets fall under the margin fixed by the Bank or agreed with the Bank, the Bank has the right to require the Client or Third-Party Debtor to provide additional coverage or partial payment. The Bank may contact the Client in such cases by telephone, e-mail or any other communication means suited to the circumstances, irrespective of any agreement stipulating otherwise. The same shall apply to forward transactions.

If the Client or Third-Party Debtor cannot be reached during the fixed period or if the Client or the Third-Party Debtor does not fulfil his/her obligation to provide the necessary additional coverage or partial payment, a claim in the amount of the margin shortfall shall become immediately due. **The Client and, where appropriate, the Third-Party Debtor acknowledge that, in accordance with Article 7, the Bank is empowered in such cases to realise the Pledges without setting any further deadlines, provided that it has already threatened to realise the Pledges.**

#### 7. Realisation

On the maturity of one or more claims, the Bank shall be entitled to threaten the Client and, where appropriate, the Third-Party Debtor with realisation and to set the Client an appropriate deadline for fulfilment of the Bank's claim. If the Bank's claim is not fulfilled by the deadline set or if the Client and, where appropriate, the Third-Party Debtor are not contactable, the Bank shall be entitled to realise the pledges fully or partially at its discretion, to the extent necessary to pay the claims, immediately or later, or even before any deadlines, with the right to purchase for its own account, and to terminate, call in and settle pledged claims. The Bank shall decide the order of realisation of the Pledges at its discretion. Liabilities arising from short sales may be settled by redemptions.

If the Bank does not exercise or delays exercising a realisation right, this does not mean that the Bank is waiving the said right nor does it result in any liabilities for the Bank.

The Bank shall be entitled to initiate ordinary debt collection proceedings against the Client or, where appropriate, the Third-Party Debtor (any Third-Party Debtor), without first initiating pledge realisation proceedings or having to realise the pledges by private sale. Nonetheless, in doing so, it shall not waive its right of lien.

#### 8. Pledged owner mortgage liens

If the creditor and debtor of a mortgage lien acquired by the Bank as a result of the realisation are identical, the termination period for a mortgage claim shall be three months to the end of a month, or, if the Client or Third-Party Debtor is in arrears on the payment of principal or interest for the secured claim of the Bank, with immediate effect as agreed. If such mortgage liens are realised privately, the Bank shall settle with the Client at the latest on the realisation of the property.

*London 26/6/2019*

Place, date

Place, date

#### 9. Client cooperation

The Client agrees to carry out all necessary steps, where required, to transfer the Pledges to a new owner on first request. Where registered securities or order instruments are realised, this Agreement shall be considered as a blank assignment or endorsement power of attorney in favour of the Bank.

#### 10. Powers of the Bank

The powers granted to the Bank in this agreement shall not become invalid on the death, official disappearance, legal incapacity or bankruptcy of the Client.

#### 11. Termination

The Client, and where appropriate, the Third-Party Debtor may only terminate this agreement if no more claims exist in accordance with Article 2.

#### 12. Relationship to other provisions

The provisions in this agreement shall prevail over contrary provisions in other documents. Individual agreements with the client, and where appropriate, with the Third-Party Debtor shall apply notwithstanding. The General Terms and Conditions are an integral part of the entire contractual relationship between the Bank and the Client. They shall apply in addition to these provisions and to any other special provisions for specific transaction types and services and any individual agreements between the Bank and the Client. If there is a conflict between certain provisions, individual agreements shall prevail over special provisions and the General Terms and Conditions. Special provisions shall prevail over the General Terms and Conditions.

#### 13. Applicable law and place of jurisdiction

All legal relations of the Client with the Bank shall be governed by and construed in accordance with **Swiss Law**. The place of fulfilment and the place of debt collection for clients resident or domiciled abroad and – subject to other mandatory provisions on the place of jurisdiction – the exclusive place of jurisdiction for all proceedings shall be **Zurich 1** or **Geneva**, depending on the location of the branch with which the Client maintains his/her relevant business relationship(s). Nonetheless, the Bank has the right to take legal action against the Client before any other competent court.

Signature of the Client(s)

Signature of Third-Party Debtor(s)

To be completed by Bank

Client's number:

*310.882*

Signatures verified:

Date, signature, stamp:

*27.6.19*

S. Wernli  
Tel. 526