



Registration of a Charge

Company name: **MILTON MAGNA LIMITED**

Company number: **08189690**



XA0JTW09

Received for Electronic Filing: **18/03/2021**

Details of Charge

Date of creation: **23/02/2021**

Charge code: **0818 9690 0002**

Persons entitled: **UNION BANCAIRE PRIVEE (EUROPE) 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: **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: **NATALIE CAPLE, FOR AND ON BEHALF OF WOMBLE BOND DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8189690

Charge code: 0818 9690 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2021 and created by MILTON MAGNA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th March 2021 .

Given at Companies House, Cardiff on 19th March 2021

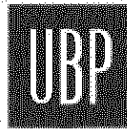
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



UNION BANCAIRE PRIVÉE

Deed of General Pledge

Account no./Name

MILTON MAGNA LIMITED

The undersigned (name and address)

Milton Magna Limited

22 Chancery Lane

London, WC2A 1LS

(hereinafter referred to as the "Pledgor") hereby grant(s)

Union Bancaire Privée (Europe) S.A.,

hereinafter referred to as the "Bank", a lien on all the Pledgor's current and future assets held on an account with the Bank as security for any present or future claims on the Pledgor (whether effective or potential, due jointly or severally, or of any other nature) under the terms of their contractual relationship with the Bank. The lien shall cover the principal amount of said claims, and interest due and to become due thereon, as well as commissions, advances and any expenses, in addition to the cost of enforcing the lien or the assignments of claims. Also included are the expenses of suit and enforcement proceedings.

The lien shall remain in force even if the obligations of the Pledgor have been from time to time, wholly or partially, satisfied. In the event of an exchange or substitution of the pledged assets, the lien shall automatically cover the new assets.

The lien furnished to one of the Bank's entities (head office/branch) shall also be treated as collateral for all the claims of the Bank's other offices.

Margin Call – Additional Cover

Should the value of the pledged assets fall below the customary or agreed margin, or should the Bank, for any other reason, no longer regard the security as adequate, the Bank shall have the right to demand additional coverage or reimbursement from the Pledgor. The same shall apply to forward transactions.

If the Pledgor should fail to fulfil any of their obligations towards the Bank by the deadline, the Bank shall be entitled, immediately and without notice, to enforce the pledge in the most favourable way permitted by law.

Right of Use

The parties hereby agree that the Bank has a right of use of the financial instruments and claims pledged to it pursuant to the law of 5 August 2005 on financial collateral arrangements, as amended. The Bank shall not be liable for such use of the financial instruments, except in the event of gross negligence or wilful misconduct.

If the Bank exercises this right, it is obliged to transfer equivalent collateral to replace the original financial collateral at the latest on the due date for the performance of the relevant financial obligations covered by the present Deed. Alternatively, the Bank is entitled to realise the pledged financial instruments and claims by offsetting or by applying them in discharge of the financial obligations covered by the pledge.

Voting Rights

The Bank shall be attributed the voting rights attached to any financial instruments pledged but shall not be obliged to exercise them.

Communication from the Bank

All notices by the Bank are deemed to be legally valid if sent to the address most recently provided by the Pledgor. The Bank cannot be held liable for either exercising or not exercising the voting rights bestowed upon it through the pledged financial instruments, except in the event of gross negligence or wilful misconduct.

