



Registration of a Charge

Company Name: **REEPA LIMITED**

Company Number: **08623130**



XBXEBSVY

Received for filing in Electronic Format on the: **15/02/2023**

Details of Charge

Date of creation: **25/01/2023**

Charge code: **0862 3130 0002**

Persons entitled: **J.P.MORGAN SE**

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: **IMRAN KHAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8623130

Charge code: 0862 3130 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th January 2023 and created by REEPA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2023 .

Given at Companies House, Cardiff on 16th February 2023

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**

J.P.Morgan

To: Reepa Limited
The Jam Pot, Unit 3D
Phoenix Brewery
13 Bramley Road
London, W10 6SZ
United Kingdom

Date: 25th January 2023

Dear Sirs,

Re: Account Relationship No: [REDACTED]

ACCOUNT PLEDGE AGREEMENT

1. INTRODUCTION

- 1.1 This Account Pledge Agreement (this "**Agreement**") is supplemental to the *Private Client Terms* and is entered into in consideration of *J.P. Morgan Companies* continuing to provide financial services and accommodations to you under the *Private Client Terms*. This Agreement sets out the further pledge in favour of *J.P. Morgan Companies* in order to secure your Relevant Liabilities to *J.P. Morgan Companies*, and the terms "we", "us" and "our" used in this Agreement shall refer to J.P. Morgan SE acting for ourselves and on behalf of the J.P. Morgan Companies, which expression includes their respective successors and assigns pursuant to article 2.4 of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended. In the event of any inconsistency, the provisions of this Agreement shall override the *Private Client Terms*. This Agreement shall be included within the definition of *Private Client Terms* for such purpose.
- 1.2 All words and expressions which are italicised in this Agreement and defined in the *Private Client Terms* shall have the same meanings where used in this Agreement, unless otherwise stated herein or the context otherwise requires.

2. SECURITY

- 2.1 Notwithstanding anything in your *Private Client Terms* or any other agreement, as continuing security for the payment and discharge of your *Relevant Liabilities* to the *J.P. Morgan Companies*, you hereby pledge to us:

J.P. Morgan SE – Luxembourg Branch.

Registered office: European Bank and Business Centre, 6 route de Treves, L-2633, Senningerberg, Luxembourg. Registered number B255938.

VAT number: LU93740001

J.P. Morgan SE with registered office at Taunustor 1 (Taunusturm), DE-60310 Frankfurt am Main, Germany. Registered with the commercial register of the local court of Frankfurt am Main, HRB 126056

J.P. Morgan SE is authorised as a credit institution by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin) and is jointly supervised by the BaFin, the German Central Bank (Deutsche Bundesbank) and the European Central Bank (ECB). J.P. Morgan SE – Luxembourg Branch is also supervised by the Commission for the Supervision of the Financial Sector (Commission de Surveillance du Secteur Financier, CSSF).

- (i) all of *your* rights, title and interest in and to all *Custody Accounts* and the amount of all *Investments* which are now or at any time in the future shall be standing to the credit of *your Custody Accounts*, including all amounts of *Cash*, securities and other property or countervalue received or to be received with respect to or in exchange for any *Investment*;
- (ii) all of *your* rights, title and interest in and to all *Cash Accounts* and *Deposit Product Accounts*, including any credit balances which now appear or may at any time in the future appear in any currency unit sub-account of any *Cash Account* or *Deposit Product Account*;
- (iii) *your OTC Derivatives Claims*;
- (iv) *your ISDA Master Claims*; and
- (v) all other assets held by *us* for *you* from time to time.

3. ENFORCEMENT OF PLEDGE

- 3.1 Upon the happening of an *Event of Default* or at any time thereafter while such *Event of Default* is continuing, we shall have the right (to the extent permitted by and subject to compliance with all requirements of applicable law, rule and regulation) to sell and otherwise realise the assets pledged pursuant to Clause 2 (*Security*) above (including, without limitation, *your Investments*) as, when and how and at such prices and on such terms and conditions as *we* shall reasonably think fit, including by way of appropriation at the value determined in our sole discretion or by any other enforcement method permissible under applicable law, without notice to *you* other than as required by law, and apply the net proceeds of the enforcement and any money for the time being in *our* hands, including, without limitation, the *Cash*, in or towards discharge of *your Relevant Liabilities*. *You* undertake to pay to *us* immediately any difference between such net proceeds and monies so applied and *your Relevant Liabilities*. Upon any sale by *us* under the power of sale or any appropriation referred to above, a declaration made by one of *our* employees that such power of sale or appropriation has become exercisable shall be conclusive evidence of that fact in favour of any purchaser or other person deriving title to any of the *Investments* under such sale.
- 3.2 *You* agree that in the event of the enforcement of the pledge created by this Agreement, all proceeds of enforcement shall be applied by *us* (as *we*, in our absolute discretion may from time to time conclusively determine) in payment of *your Relevant Liabilities*.

4. FURTHER ASSURANCE

- 4.1 *You* agree that *we* may take all measures which *we* consider appropriate or advisable with a view to the perfection of the pledge created by this Agreement, including giving notice thereof to relevant third parties and registering any *Investment* in *our* name or the name of *our* nominees and *you* further agree that *you* will, at *your* own cost, sign or cause to be signed all such further documents and take all such further actions as *we* may from time to time require to secure *your Relevant Liabilities*, to perfect and protect such pledge

or any other security granted by *you* to *us* to carry out the provisions and purposes of this Agreement.

4.2 Both *our* rights and *your* obligations under this Agreement (including the pledge created hereunder) are in addition to and independent of any other security present or future held by *us* from *you* or any other person in relation to *your Relevant Liabilities* and any general lien or other rights to which *we* may be entitled under any applicable law, rule or regulation, including under the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended, and shall not merge with or prejudice or be prejudiced by any such security or any other contractual or legal rights which *we* may have.

4.3 In accordance with article 1278 of the Luxembourg Civil Code, *you* and *we* agree that in the event of novation of all or any part of *your Relevant Liabilities*, the pledge created hereunder will be maintained automatically without any further formality or consent, to secure the *Relevant Liabilities* so novated in favour of all remaining and/or new creditors. After *your Relevant Liabilities* have been irrevocably paid and discharged in full *we* shall, at *your* request and cost, release the pledge created by this Agreement.

5. COSTS AND EXPENSES

5.1 All of *our* costs and expenses (including legal fees, any value added tax and other taxes) incurred in connection with:

- (i) the execution of this Agreement or otherwise in relation to it;
- (ii) the registration, perfection or enforcement of the pledge created by this Agreement; or
- (iii) the exercise of any of *our* rights, powers and remedies provided by this Agreement or by law;

shall be reimbursed to *us* by *you*, on demand and on a full indemnity basis together with interest from the date the same were incurred to the date of payment at such rates as *we* may determine.

6. LAW AND JURISDICTION

6.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by Luxembourg Law.

6.2 Subject to overriding applicable law, *you* agree that any dispute in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg), without prejudice to *our* right to take legal action before any other court of competent jurisdiction.

6.3 Upon *our* specific request, *you* will, at *your* expense, promptly appoint an agent for service of process in Luxembourg.

- 6.4 This Agreement may be executed by the parties hereto in separate counterparts each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

This Agreement has been duly executed in as many counterparts as there are parties hereto on the date stated at the beginning.

Signed by an authorized officer for and on behalf of Reepa Limited with the Account Relationship Number 96376.

[Redacted Signature]

RICHARD REED

Name(s) of signatory(ies)

Corporate name*

Title(s) (if the signatory is an authorised officer or employee of a company)*

Date

Signed by authorised officers for and on behalf of J.P. Morgan SE (for itself and on behalf of the J.P. Morgan Companies)

[Redacted Signature]

GARRY PEUBLES

Name of signatory

Vice-President

Title

25.01.23

Date

Marie-Oliv SCHINDLER

Name of signatory

Vice-President

Title

25.01.2023

Date

* to be completed if you are a company, or you are acting in the capacity as a general partner of a limited partnership or a corporate trustee of a trust.