



Registration of a Charge

Company Name: **VE GLOBAL UK LIMITED**

Company Number: **10706696**



XAWYI688

Received for filing in Electronic Format on the: **01/02/2022**

Details of Charge

Date of creation: **18/01/2022**

Charge code: **1070 6696 0004**

Persons entitled: **NEW CORANGE LIMITED
SUZERAIN INVESTMENT HOLDINGS LIMITED
JAMES LUPTON**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BARBARA LACOURT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10706696

Charge code: 1070 6696 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2022 and created by VE GLOBAL UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2022 .

Given at Companies House, Cardiff on 3rd February 2022

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**



DATED 18 JANUARY 2022

(1) VE GLOBAL UK LIMITED
(as Chargor)

and

(2) VE GLOBAL LIMITED
(as Chargor)

and

(3) THE ORIGINAL NOTEHOLDERS
(Original Noteholders)

and

(4) THE NEW NOTEHOLDER
(New Noteholder)

AMENDMENT AGREEMENT
TO DEBENTURE AND INDEMNITY DATED 20 DECEMBER 2021

B.L.

J.L.

LDP

A.M.

D.G.

B.L.

J.W.



This deed is dated 18 January 2022

PARTIES

- (1) **VE GLOBAL LIMITED** incorporated and registered in England and Wales with company number 10769874 whose registered office is at 7 Bell Yard, London, England, WC2A 2JR as guarantor and indemnifier (**Chargor**),
- (2) **VE GLOBAL UK LIMITED** incorporated and registered in England and Wales with company number 10706696 whose registered office is at 7 Bell Yard, London, England, WC2A 2JR (**Chargor**);
- (3) **THE NOTEHOLDERS LISTED AT SCHEDULE 1 HERETO (Original Noteholders)**; and
- (4) **NEW CORANGE LIMITED** incorporated and registered in Bermuda with company number EC-23927 whose registered office is at 5 Reid Street, Hamilton HM11, Bermuda (**New Noteholder**).

BACKGROUND

- (A) The Original Noteholders have subscribed for certain secured loan notes constituted by the Loan Note Instrument issued by VE Global UK.
- (B) The Original Noteholders and the Chargors entered into the Original Debenture pursuant to which the Chargors granted security in favour of the Original Noteholders as security for their obligations to the Original Noteholders under or in connection with the Finance Documents.
- (C) The New Noteholder will on or around the date of this deed subscribe for certain secured loan notes constituted by the Loan Note Instrument.
- (D) In order for the New Noteholder to benefit from the security granted in favour of the Original Noteholders under the terms of the Original Debenture, the parties have agreed to amend the Original Debenture as set out in this deed.
- (E) This deed is supplemental to the Original Debenture.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Original Debenture shall have the same meaning when used in this deed, unless defined below. In addition, the definitions below apply in this deed.

"Amended Debenture" means the Original Debenture as amended by this deed.

B.L.

J.L.

LDP

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D.G.

B.L.

J.W.



"Guarantee" means the guarantee entered into by VE Global, as guarantor, in favour of the Original Noteholders, on 20 December 2021, as the same may be amended, supplemented, varied and/or restated from time to time.

"Guaranteed Obligations" shall have the meaning given to such term in the Guarantee.

"Original Debenture" means the debenture entered into between the Chargors and the Noteholders dated 20 December 2021.

- 1.2 The rules of interpretation of the Original Debenture shall apply to this deed as if set out in this deed save that references in the Original Debenture to "this debenture" shall be construed as references to the Original Debenture as amended by this deed.
- 1.3 A reference to a clause or Schedule is, unless the context otherwise requires, a reference to a clause or Schedule of this deed.
- 1.4 Clause and Schedule headings are for ease of reference only, and do not affect the interpretation of this instrument.
- 1.5 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.
- 1.6 In accordance with the Debenture, each of the Guarantor, VE Global UK and the Noteholders designate this deed as a Finance Document.

2. AMENDMENTS TO THE ORIGINAL DEBENTURE

- 2.1 The Original Debenture shall be amended with effect on and from the date of this deed, as set out in the clauses below.
- 2.2 Schedule 1 of the Original Debenture shall be deleted in its entirety and replaced as follows:

SCHEDULE 1

Name of Noteholder	Address
Suzerain Investment Holdings Ltd	TMF (B.V.I) Ltd, Palm Grove House, P.O Box 438 Road Town, Tortola, VG 1110, British Virgin Islands
James Lupton	London House, 8 Barton Street, London SW1P 3NE
New Corange Limited	5 Reid Street, Hamilton HM11, Bermuda

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D.G.

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3. REPRESENTATIONS AND WARRANTIES

The Chargors makes the representations and warranties set out in clause 5 of the Original Debenture to the Original Noteholders and the New Noteholder on the date hereof, by reference to the facts and circumstances then existing, and as if each reference in those representations and warranties to "this debenture" includes a reference to this deed and the Amended Debenture.

4. CONTINUITY

- 4.1 The provisions of the Debenture shall, save as amended in this deed, continue in full force and effect, and shall be read and construed as one document with this deed.
- 4.2 The Chargors confirms that the Original Debenture ranks as a continuing security for the payment and discharge of the liabilities of the Chargors including, without limitation, all present and future monies, obligations and liabilities owed by the Chargors to the Original Noteholders and the New Noteholder, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Finance Documents.

5. ORIGINAL GUARANTEE

- 5.1 VE Global, in its capacity as guarantor under the terms of the Guarantee, confirms that the Guarantee:
- (a) ranks as a continuing security for the payment and discharge of the Guaranteed Obligations including, without limitation, all present and future monies, obligations and liabilities owed by the Chargors to the Original Noteholders and New Noteholder, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Finance Documents; and
 - (b) shall continue in full force and effect in all respects and the Guarantee and this deed shall be read and construed together.

6. FURTHER ASSURANCE

The Chargors shall, at the reasonable request of the Noteholder Majority and at its own expense, do all such acts and things necessary to give effect to the amendments made or to be made pursuant to this deed.

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7. CONFLICT

If any of the provisions of this deed are inconsistent with or in conflict with any of the provisions of the Original Debenture, to the extent of such inconsistency or conflict, the provisions of this deed shall prevail.

8. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

9. THIRD PARTY RIGHTS

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

10. GOVERNING LAW AND JURISDICTION

10.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed).

10.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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B.L.

J.W.



SCHEDULE 1

Name of Noteholder	Address
Suzerain Investment Holdings Ltd	TMF (B.V.I) Ltd, Palm Grove House, P.O Box 438 Road Town, Tortola, VG 1110, British Virgin Islands
James Lupton	London House, 8 Barton Street, London SW1P 3NE

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LDP

A.M.

D.G.

B.L.

J.W.

6



SIGNATURE PAGE

CHARGORS

Executed as deed by **VE GLOBAL LIMITED**
acting by Jack Wearne, Director,
in the presence of:

Barbara Lacourt

.....
Signature of witness
Name of witness: Barbara Lacourt
Address of witness: Flat 2, 14 Elsham Road, London, England,
W14 8HA
Occupation of witness: Global Head of Legal (Ve Global)

Jack Wearne

.....
Director

Executed as deed by **VE GLOBAL UK LIMITED**
acting by Jack Wearne, Director,
in the presence of:

Barbara Lacourt

.....
Signature of witness
Name of witness: Barbara Lacourt
Address of witness: Flat 2, 14 Elsham Road, London, England,
W14 8HA
Occupation of witness: Global Head of Legal (Ve Global)

Jack Wearne

.....
Director

ORIGINAL NOTEHOLDERS

Executed as deed by **SUZERAIN INVESTMENT HOLDINGS LTD**
acting by Aziza Housna Banon Moraby, a Director,
and Daniel Gomes, Group Accountant (Skybound Capital)
in the presence of:

Luc du Plessis

.....
Signature of witness
Name of witness: Luc du Plessis
Address of witness: 7th Floor, Letterstedt House, Newlands on Main
Occupation of witness: Legal Advisor – Skybound Capital

Aziza Moraby

.....
Director

Daniel Gomes

.....
Group Accountant

Ve

James Lupton

Executed as deed by **JAMES LUPTON**
in the presence of:

Béatrice Lupton

Signature of witness

Name of witness: Béatrice Lupton

Address of witness: Lovington House, Ovington, SO24 0RD, England

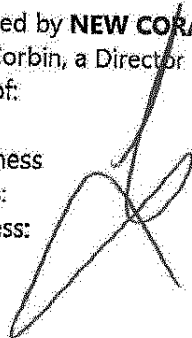
NEW NOTEHOLDER

Executed as a deed by **NEW CORANGE LIMITED**
acting by Keith Corbin, a Director
in the presence of:

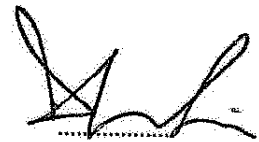
Signature of witness

Name of witness:

Address of witness:



ROBIN MAAKE SMITH
GRANITE LODGE
LA NEUVE RUE
ST PETER PORT
GUERNSEY



Director

Signature Certificate

Reference number: GGPXH-ZEHQ-ZYMFD-FOPVC

Signer

Timestamp

Signature

Jack Wearne

Email: jack.wearne@ve.com

Sent:

13 Jan 2022 17:06:40 UTC

Viewed:

13 Jan 2022 18:35:19 UTC

Signed:

13 Jan 2022 18:35:46 UTC

Jack Wearne

IP address: 92.0.183.228

Location: Bethnal Green, United Kingdom

James Lupton

Email: jlupton@greenhill.com

Sent:

13 Jan 2022 17:06:40 UTC

Viewed:

14 Jan 2022 08:33:25 UTC

Signed:

14 Jan 2022 08:33:47 UTC

James Lupton

IP address: 85.203.36.68

Location: London, United Kingdom

Luc du Plessis

Email: luc@skyboundcapital.com

Sent:

13 Jan 2022 17:06:40 UTC

Viewed:

14 Jan 2022 09:44:30 UTC

Signed:

14 Jan 2022 09:47:10 UTC

Luc du Plessis

IP address: 196.41.98.156

Location: Cape Town, South Africa

Daniel Gomes

Email: daniel@skyboundcapital.com

Sent:

13 Jan 2022 17:06:40 UTC

Viewed:

14 Jan 2022 09:49:36 UTC

Signed:

14 Jan 2022 09:51:40 UTC

Daniel Gomes

IP address: 196.41.98.156

Location: Cape Town, South Africa

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Signer

Timestamp

Signature

Aziza Moraby

Email: aziza@icabelhelm.com

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13 Jan 2022 17:06:40 UTC

Viewed:

14 Jan 2022 05:36:19 UTC

Signed:

14 Jan 2022 11:43:08 UTC

Aziza Moraby

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Béatrice Lupton

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Sent:

13 Jan 2022 17:06:40 UTC

Viewed:

14 Jan 2022 15:37:18 UTC

Signed:

14 Jan 2022 16:43:50 UTC

Béatrice Lupton

IP address: 185.115.60.168

Location: Winchester, United Kingdom

Barbara Lacourt

Email: barbara.lacourt@ve.com

Shared via link

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13 Jan 2022 17:06:40 UTC

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18 Jan 2022 07:04:10 UTC

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18 Jan 2022 07:06:52 UTC

Barbara Lacourt

IP address: 86.4.1.25

Location: Northolt, United Kingdom

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