



Registration of a Charge

Company name: **JAAMB LIMITED**

Company number: **10896229**

Received for Electronic Filing: **08/02/2018**



X6ZBLUQ3

Details of Charge

Date of creation: **08/02/2018**

Charge code: **1089 6229 0001**

Persons entitled: **CREDIT SUISSE (UK) LIMITED**

Brief description:

Contains fixed charge(s).

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

Certified by: **SINEAD BARBER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10896229

Charge code: 1089 6229 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2018 and created by JAAMB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2018 .

Given at Companies House, Cardiff on 12th February 2018

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**

Private Banking

Security Agreement

MB
JTB

CREDIT SUISSE (UK) LIMITED is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority for the conduct of investment business in the United Kingdom. The registered address of CREDIT SUISSE (UK) LIMITED is Five Cabot Square, London E14 4QR. If you have any queries regarding the document please contact your Relationship Manager.

© Credit Suisse November 2016

How to Complete this Document

There are a number of capitalised words and phrases used throughout this document. These are explained and defined in section one.

This agreement is needed if you wish to make use of the credit products we offer or enter into Contingent Liability Transactions with or through us (see the Terms and Conditions). Contingent Liability Transactions are transactions which require you to make a series of payments against the purchase price, as opposed to paying the full value of the transaction immediately. You may incur this liability where you trade in futures, options or contracts for difference.

Please read this agreement carefully. It is a complicated document with words and legal concepts which it is not practical to simplify further. You should take independent legal advice before signing and only sign if you want to be legally bound. You must tell us if you have not taken independent legal advice.

This agreement must be signed as a deed. A deed is a type of legal document which must be signed in a particular way, and in this case it gives us rights over your property. Therefore, in order for us to enter into this agreement with you, you must do the following:

- if you are an individual or applying jointly, you must sign this agreement in the presence of an independent witness who is over eighteen years of age and of sound mind. The independent witness must then sign the agreement where indicated in your presence;
- if you are a trust, this agreement must be signed by all trustees or otherwise in accordance with the provisions of the trust deed;
- if you are a company, this agreement must be signed under seal (if required) or by a minimum of a director and the secretary or two directors;
- if you are a partnership, this agreement must be signed by all partners or otherwise in accordance with the provisions of the partnership agreement; and
- you should not mark any other part of this agreement.

This agreement may need to be filed or registered.

In the case of any priority agreements entered into with other lenders, this agreement and the priority agreement may need to be registered and may become a public document.

If you are a company registered in England and Wales, this agreement will be registered as a charge with the Registrar of Companies in England and Wales. Even if you are not registered in England and Wales, we may still try to register this agreement as a charge with the Registrar of Companies in England and Wales.

If you or part of the Charged Property is not located or registered in England and Wales, this agreement may need to be filed or registered in the appropriate jurisdictions.

Please contact your Relationship Manager if you have any questions about the content of this agreement.

November 2016



THIS AGREEMENT is executed by you (the person or company as described in the schedule) as a deed and is made on the date shown in the schedule, in favour of us, Credit Suisse (UK) Limited, as security for the Liabilities and in consideration of us entering into and pursuant to the Client Agreement.

By executing this agreement, you will charge certain of your property to us and enter into the contracts set out in this agreement.

1. Definitions and Interpretation

- 1.1. "Acceptance Booklet" means the acceptance booklet completed by you and provided with the Terms and Conditions.

"Account" means each account opened with us in your name at any time during the period for which the Terms and Conditions remain applicable.

"Associate" means any of our Group Companies, directors, officers, employees, agents or relationship managers.

"Charge" means a form of security over an asset (the Charged Property) which gives the party benefiting from the charge a right to have the particular asset and its proceeds of sale used to satisfy the liabilities which are owed to that party.

"Charged Property" means:

- (A) the Credit Balances;
- (B) the Securities;
- (C) the Metals (all as defined below); and
- (D) any other property of any type which is now or may at any future time be (1) held in our (or that of another CS Entity) actual or constructive possession (which means that we have control over the asset without holding it ourselves), on behalf of or for your account either alone or jointly; (2) deposited by you, or by any other person on behalf of you or for your account; either alone or jointly, with our (or another CS Entity's) agents, representatives or correspondents; or (3) transferred (whether for safe custody, security or for any other specific purpose or generally, and whether in England and Wales or elsewhere) by you or by any other person on your behalf or for your account either: (a) to us or to another CS Entity (whether alone or jointly with any other person); or (b) to our or their nominees;

and any references to Charged Property include any part of it.

"Client Agreement" means the contents of the Acceptance Booklet, together with the Terms and Conditions, the Client Mandate and this agreement.

"Client Mandate" means the client mandate document signed by you, which contains your risk profile and selected investment strategy.

"Credit Balances" means all cash amounts now or in the future standing to your credit (either individually or jointly with another person) on any Account held with us or any Associate in any Currency plus any interest and other rights and benefits due or arising on such sums and the debts represented by them.

"CS Entity" means any entity that is a Group Company in relation to us.

"Currency" means money denominated in the lawful currency of any country or the Euro.

"Euro" or "€" means the lawful common Currency of certain relevant countries of the European Union.

"Fixed Charge" means a charge over a particular asset where the person to whom the charge is given controls any dealing or sale of the asset by the person granting the charge.

"Floating Charge" means a charge taken over all the assets or a class of assets owned by a company or a limited liability partnership as exist from time to time.

"Full Title Guarantee" means that you:

- (A) have the right to charge the Charged Property;
- (B) will do all you reasonably can to create the Charge under this agreement, at your own cost and;
- (C) confirm and agree that the Charged Property is free from any and all rights of a third party to or over it, other than those which you have told us of.

"Group Company" means in relation to a company, any other company within the same group as it.

"Liabilities" means all of your liabilities to us or any CS Entity, of any kind and in any Currency, whether owed currently or in the future, actual or dependent on some other event, whether incurred alone or jointly with another, whether incurred by you personally or where you have agreed to repay the debts of another, and includes any liability of yours to a third party or a CS Entity which subsequently becomes payable to us by way of assignment or otherwise. For example this will include:

- (A) any commission, fees, Taxes and charges;
- (B) all expenses incurred by us or any Receiver acting reasonably at any time in connection with this agreement; and

(C) interest at the rate(s) charged to you by us from time to time in accordance with the Terms and Conditions. Any interest will be calculated both before and after any court judgment we may obtain on a daily basis and compounded according to the Terms and Conditions.

"Metals" means all gold, silver, platinum and palladium or other metals and all commodities (and all benefits, rights, proceeds or other assets arising from any options, futures or contracts for differences relating to the same and all rights and entitlements arising from or attaching to them).

"Receiver" means a person appointed in order to ensure that any sums you owe are paid back to the persons you owe them to and to take steps to do that, such as selling or managing your property or assets.

"Relevant Official" means an appointed trustee, receiver, liquidator, conservator, administrator, custodian, examiner or other similar official.

"Securities" means all shares, stocks, bonds, debentures, certificates of deposit warrants, loan notes and any other financial instruments (including options, futures and contracts for difference) and all benefits, rights, proceeds, entitlements or other assets arising from or attaching to them at any time.

"Tax" or "Taxes" means any tax, levy, impost, duty or other charge or withholding of a similar nature in any jurisdiction (including any penalty or interest payable in

connection with failure to pay or any delay in paying of the same), together with amounts payable in respect of any of the foregoing.

"Terms and Conditions" means the Credit Suisse (UK) Limited Private Banking Terms and Conditions.

"we", "our" and "us" refer to Credit Suisse (UK) Limited and any person or entity which takes over our obligations under this agreement or to whom we transfer our obligations.

"you" and "your" refer to the person(s), partnership or company shown as "you" in the schedule.

Unless the context otherwise requires, the definitions used in the Client Agreement shall have the same meanings when used in this agreement.

1.2. If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the remaining provisions of this agreement shall not in any way be affected or impaired.

1.3. A reference to a deed, document or agreement is a reference to that deed, document or agreement as amended from time to time, including where it is transferred to another party.

1.4. A reference to any statute or any section of a statute includes any changes or amendments to that statute or section.

2. Charges Created

2.1. You agree to pay to us, or otherwise satisfy, on our demand in accordance with the Terms and Conditions, the Liabilities and as a continuing security for this and with Full Title Guarantee you Charge to us:

(A) by way of Fixed Charge, the Charged Property and any proceeds of sale or other realisation of the Charged Property; and

(B) except where you are an individual, by way of Floating Charge any of the Charged Property which is not effectively charged by the Fixed Charge detailed above.

3. Restrictions

3.1. You will not without our prior written consent:

(A) create or permit to arise in relation to the Charged Property any rights of a third party to withhold or retain it, or security rights over it, or other rights of a third party to make claims against it;

(B) sell or otherwise dispose of the Charged Property, except in relation to such Charged Property that is charged by way of Floating Charge created by Clause 2.1(B) but only to the extent covered by that Floating Charge whereby you will not without our prior written consent dispose of such Charged Property other than in the ordinary course of business; or

(C) be entitled to receive, withdraw, credit sums to, or otherwise deal with any of the Credit Balances unless and until we are reasonably satisfied that you have met any Liabilities owed. The provisions of this Clause 3.1(C) and the continuing security provisions of Clause 8 shall apply where you have any outstanding Liabilities even where all or part of the Credit Balances may have been deposited for a fixed period and that period may or may not have expired.

3.2. If we consent to the creation of a mortgage or charge on the Charged Property it may require a priority document or deed with the mortgagee or chargee.

4. Crystallisation – only relevant if you are not an individual

We may, by written notice to you, convert the Floating Charge created by Clause 2.1(B) into a Fixed Charge as regards any Charged Assets, present or future, that are not subject to a Fixed Charge under this agreement.

Following such notice, you shall not dispose of any such Charged Property that is included in this notice without our prior written consent.

5. Powers

5.1. Section 103 of the Law of Property Act 1925, which postpones our ability to exercise the power of sale until we have complied with certain requirements, will not apply to this agreement, but the statutory power of sale will arise on and be exercisable at any time after the execution of this agreement. However, we will not exercise this power of sale until we are entitled to under the terms of this agreement, in particular under Clause 7. This provision will not affect any purchaser or require him to ask whether it has become enforceable.

5.2. Section 93 of the Law of Property Act 1925, which places restrictions on consolidating mortgages, will not apply to this agreement, so that you will not be entitled to redeem this charge if you owe money to us under another mortgage or charge.

5.3. We may exercise any of the powers of a Relevant Official as set out in Clause 6 below to the full extent permitted by law.

5.4. We may in writing appoint or remove, insofar as permitted by law, a Relevant Official or Relevant Officials of the Charged Property and may from time to time determine and pay the fees of a Relevant Official but any Relevant Official will act on your behalf as your agent and you will be responsible for the Relevant Official's acts, defaults and fees.

5.5. Except where you are an individual, we may in writing appoint an administrator, including pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5.6. We will not be liable as mortgagee in possession for any money not actually received by us.

6. Relevant Official

6.1. Any Relevant Official appointed by us will be a receiver and will (in addition to all powers conferred on him by law) have the following powers, which, where there are joint Relevant Officials, may be exercised by either or both of them:

(A) to take legal and/or physical possession of and generally manage the Charged Property and/or the business (where there is a business operated out of the Charged Property);

(B) to sell, charge or otherwise dispose of or deal with the Charged Property as he in his reasonable discretion sees fit;

(C) to effect, renew or increase insurances on the terms and against the risks that he in his reasonable discretion thinks fit;

(D) to exercise all voting and other rights attaching to the Securities and investments generally;

(E) to take or defend any proceedings and enter into any arrangement or compromise;

(F) to borrow any money and secure the payment of money in priority to the Liabilities for the purpose of the exercise of any of his powers; and

(G) to do any other acts which the Relevant Official may consider to be incidental or conducive to any of the above matters to ensure the preservation, improvement or realisation of the Charged Property.

7. Exercise and Application of Security

7.1. If you fail to pay on our commercially reasonable demand the Liabilities, or to perform any of your obligations under this agreement, or if you request, the powers conferred by Section 101 of the Law of Property Act 1925 as varied and amended by this agreement shall be immediately exercisable by us, which means that we may in our reasonable discretion sell any or all of the Charged Property.

7.2. Any monies received, recovered or realised in connection with the Security will be promptly used to reduce or remove the Liabilities.

8. Continuing Security, Registration and Further Assurance

- 8.1. This agreement is in addition to every other right, remedy or security held by us now or in the future over any of the Charged Property for the payment of the Liabilities and this agreement shall remain a continuing security in our favour, whether or not you pay off any Liabilities, unless the Terms and Conditions are terminated and all Liabilities discharged.
- 8.2. You acknowledge that we may file or register details of this security in the appropriate jurisdictions.
- 8.3. You must, as soon as possible where we request you to do so, sign, execute and deliver to us at your cost any deed, document or transfer and take any action required by us in any jurisdiction to:
- (A) properly create the required Charge over the Charged Assets in our favour or to further secure on the Charged Property the Liabilities, including but not limited to executing supplemental legal mortgages over property acquired after the date of this document; and
 - (B) sell the Charged Property and exercise any of the rights of any Relevant Official, administrator or delegate for the purpose of such sale or in connection with such sale.
- 8.4. You will from time to time deposit with us all deeds and documents of title relating to the Charged Property.
- 8.5. Where any Charged Property is located in or is otherwise subject to the laws of another jurisdiction other than England and Wales, the Security is intended to be a grant of security interest in such Charged Property which is valid according to the law of that jurisdiction.

9. Charged Property

- 9.1. You agree if so requested by us to immediately transfer or to request a transfer of, all or any of the Charged Property to such nominees or agents as we may select and all certificates and other documents of title, and stock transfer forms (executed in blank by or on your behalf) in relation to the Securities, and you agree that we may hold all or any of the Charged Property in any of our offices or with any correspondent or other agent (whether in the United Kingdom or elsewhere) and that all Charged Assets shall be held at your expense, risk and responsibility.
- 9.2. If all or any of the Charged Property is transferred to our nominees or agents in accordance with Clause 9.1 we may (at our reasonable discretion and without notice to you), but subject to the provisions of Clause 9.3, instruct such nominees or agents to exercise at any time all powers or rights which may:
- (A) be exercisable by the person in whose name the Charged Property is registered or by the person who is in possession of the Charged Property; or
 - (B) otherwise attach to the Charged Property.
- 9.3. You agree that these powers are solely to protect our interests in the Charged Property and do not require us to exercise such powers. You agree that we shall incur no liability for:
- (A) ascertaining or taking any action in relation to the Charged Property or the nature or sufficiency of any payment (whether or not we have or are deemed to have knowledge of any such matter); or
 - (B) taking any necessary action to preserve rights against prior parties or any other right pertaining to the Charged Property.

10. Securities, Dividends and Voting Rights

- 10.1. Unless and until the Security becomes enforceable or we agree otherwise in writing, subject to the terms of this agreement:
- (A) you may continue to exercise all voting and other rights attached to the Securities and any other Charged Property, as long as you remain the registered owner, for all purposes not inconsistent with the security and where any Securities have been transferred into the name of our nominees, we will either exercise such voting rights in accordance with your written instructions as permitted in the Client Agreement, or we will grant a proxy to you (for which we will charge a fee as set out in the Standard Fees). In the absence of Instructions, we, the nominee or agent will not exercise any rights; and
 - (B) all dividends, interest and other distributions paid on and received by or on our behalf, our nominees, agents or representatives in relation to any Charged Property will be held by us for you and such dividends, interest and other distributions will be paid to you (after deducting any applicable Tax) as soon as possible following your request.
- 10.2. Where we are entitled to exercise our rights and powers under this agreement we or our nominees, agents, representatives or correspondents shall be entitled to:
- (A) exercise at our or their reasonable discretion, and without any notice to, or consent from, you or authority on your part, all voting and other rights now or at any time attaching to the Securities or any of them and in respect of Securities registered in your name you shall ensure that all voting and other rights in respect of the Securities are exercised in accordance with such instructions (if any) as may from time to time be given by us to you; and
 - (B) apply all dividends, interest and other distributions payable or paid in respect of the Charged Property as though they were the proceeds of sale under this agreement.
- 10.3. You shall promptly pay all requests which may from time to time be made, whether by us or pursuant to any applicable law, in respect of any unpaid monies in respect of the Securities. If you fail to pay a call we may make such payments on your behalf and you agree to repay them to us on demand together with any costs and expenses incurred by us in accordance with the Terms and Conditions.
- 10.4. Where Securities are released to you we shall be entitled to return Securities of the same class and denomination or such other Securities that represent the same holding, rather than the same Securities that were deposited, lodged, held or transferred by you.

11. Set-off and Appropriation

- 11.1. You authorise us while this agreement is in force in your name and at your expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer made under this Clause 11, including the right to convert any Currency at our own prevailing rate of exchange.
- 11.2. Except where you are a trustee and you have several accounts, each holding assets for different underlying trusts, where we have more than one account for you, we may at any time and without prior notice transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit, undertaking any related Foreign Exchange Transactions as may be necessary, but we shall notify you of the transfer having been made.
- 11.3. The Liabilities shall rank amongst themselves in such order and manner as we and the CS Entities to whom the Liabilities are owed may agree, and in default of such agreement, in such manner as we may determine.
- 11.4. The Charged Property will be held by us as trustee, with other charged property which we or other CS Entities are holding, on a pooled basis in such proportion as we shall determine from time to time in our reasonable discretion.
- 11.5. We may open a new account or accounts upon receipt by us of notice of any charge or interest affecting the Charged Property. Whether or not we open such an account, upon receiving such notice all payments received for your account will be treated as if we had credited them to a new account and will not reduce the amount of the Liabilities outstanding at the time we received the notice.

12. Power of Attorney

You, appoint us and any Relevant Official as your attorneys (with full power to appoint agents or to delegate to carry out our responsibilities) with power in your name and on your behalf and to sign or execute and deliver any deed, instrument or document, or to perform any act which may be required by us or any Relevant Official pursuant to this agreement or the exercise of any of their powers.

13. Conclusive Certificate

A certificate given by any two of our authorised officers as to the amount of the Liabilities shall, except in the case of manifest error, be conclusive evidence thereof, unless you tell us otherwise in writing within five Business Days of receipt.

14. Notices

Any notice to be given in connection with this agreement must be made in writing and sent in accordance with the provisions for notices as set out in the Client Agreement.

15. Governing Law and Jurisdiction

15.1. This agreement and any obligations arising out of or in relation to this agreement are governed by and construed in accordance with English law, and both we and you agree that all disputes under or in respect of this agreement shall exclusively be dealt with by the courts of England.

15.2. This agreement is executed by you as a deed and is signed by us and it will take effect on the date shown in the schedule.

Schedule

This is a complicated document with words and legal concepts which it is not practical to simplify further. We strongly suggest that you take legal advice before signing.

Individual/Individual Trustee(s) Clients

(For individuals, if you have a Joint Account, each account holder should sign below and where more than one Trustee, each Trustee should sign below)

Executed as a deed by:

Signature:

Full Name:

Executed as a deed by:

Signature:

Full Name:

In the presence of:

Witness' Signature:

Witness' Full Name:

Witness' Address:

In the presence of:

Witness' Signature:

Witness' Full Name:

Witness' Address:

Partnership/Corporate Clients

Executed as a deed (or if your common seal was affixed to this deed, in the presence of):

Name of Partnership/Company: SAMB LIMITED

Authorised Signatory:

Full Name: MARIO BODINI

Authorised Signatory:

Full Name: SACQUELINE BODINI

Signed for and on behalf of Credit Suisse (UK) Limited

Authorised Signatory:

Full Name: Russell Brennan

Date: 8.2.2018

Authorised Signatory:

Full Name: KEREN STRICKER

Signatures
verified

M266101

Additional Information (Please provide any additional information here)

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CREDIT SUISSE (UK) LIMITED

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credit-suisse.com

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