

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

000131/23



Companies House



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www.gov.uk/companieshouse

A fee is be payable
Please see 'How to pay'

WEDNESDAY



LD3 *L6Z9P0KP* #38
07/02/2018
COMPANIES HOUSE

What this form is for
You may use this form to register a charge created or evidenced by an instrument.

What this form is NOT for
You may not use this form to register a charge when the charge is evidenced by an instrument. Use form MR02.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number

Company name in full

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MRO1
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- Yes
 No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- Yes Continue
 No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- Yes
 No

8 Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

¹ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X *Sullivan & Harcourt UK LLP* X

This form must be signed by a person with an interest in the charge.

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Alexander Swayne

Company name Sullivan & Worcester

Address Tower 42

25 Old Broad Street

Post town London

County/Region London

Postcode EC2N 1HQ

Country U.K.

DX

Telephone 020 7448 1036



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3010238

Charge code: 0301 0238 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2018 and created by SUN MARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2018.

Given at Companies House, Cardiff on 9th February 2018



Companies House



SECURITY AGREEMENT

1/02/2018

| | |
|--|-------------------|
| Certified as a true copy of the original | |
| <i>Sullivan & Worcester UK LLP</i> | |
| Sullivan & Worcester UK LLP Tower 42 • 25 Old Broad Street London • EC2N 1HQ | Date: 6/2/2018 |

This Deed is made on

Between:

- (1) Sun Mark Limited, a company incorporated in England (with company registration number 3010238 whose registered office is at 428 Long Drive, Greenford, Middlesex UB6 8UH) (the "Company"); and
- (2) Citibank Europe Plc acting through its office at 1 North Wall Quay, Dublin 1, Republic of Ireland (the "Bank").

It is agreed:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, capitalised terms used in this Deed but not defined in this Deed shall have the same meanings given to them in the Facility Agreement (as defined below), and the following definitions apply.

"Assigned Agreements" means:

- (a) each Supply Contract; and
- (b) any agreement (whether or not in writing), document or instrument which is at any time designated in writing as an Assigned Agreement by the Bank and the Company.

"Assigned Rights" means

- (a) all rights, title, benefits and interests of the Company arising under or in connection with the Assigned Agreements, whether present or future, actual or contingent, proprietary, contractual or otherwise, including all:
 - (i) moneys owing to the Company;
 - (ii) rights of the Company, including its rights to demand payment or performance, to receive the proceeds payable under any Assigned Agreements and to enforce any Assigned Agreements (in the Company's name or otherwise); and
 - (iii) remedies, including all claims for damages, indemnities or compensation for any breach of any Assigned Agreements;
- (b) all rights, title, benefits and interests of the Company arising under or in connection with any assignable letters of credit, guarantees, indemnities, Security Interests and other forms of credit support of whatever nature (including all rights and remedies of enforcement) held by the Company in support of its rights or the obligations of any Counterparty under any Assigned Agreements; and
- (c) and all rights, benefits and interests of the Company under:
 - (i) any insurance contracts and policies that relate to any right, title, benefit or interest of the Company arising under or in connection with any Assigned Agreements; and
 - (ii) any credit support document of a type referred to in paragraph (b) above that is not assignable.

to the extent not reassigned pursuant to Clause 3.4 (*Reassignment of Assigned Rights*).

"Counterparty" means any person (other than a Bank or the Company) that is a party to, or is otherwise liable under, any Assigned Agreement.

"Facility Agreement" means the uncommitted secured trade loan facility agreement dated on or about the date of this Deed between the Bank and the Company in relation to certain banking facilities.

"Insolvency Event" means, in relation to any person, any event or circumstance referred to in clause 11.1.10 of the Facility Agreement with references therein to "Company" being references instead to that person.

"Party" means a party to this Deed.

"Receiver" means any receiver, receiver and manager or administrative receiver appointed under this Deed and any party substituted for such appointee.

"Secured Asset" means any Assigned Right that is charged in favour of the Bank under this Deed.

"Secured Liabilities" means all liabilities of the Company under the Finance Documents.

"Spot Rate" means the spot rate of exchange, as determined by the Bank, for the purchase of the relevant currency with another currency in the London foreign exchange market at or about 11am on a particular day.

"Supply Contract" means any contract for the sale of Goods by the Company and includes any invoice issued by the Company for the sale of Goods by the Company in each case that is designated as such pursuant to the Facility Agreement or any other Finance Document.

1.2 **Interpretation**

The provisions of clause 13 (*Definitions and Interpretation*) of the Facility Agreement shall apply to this Deed mutatis mutandis.

2. **COVENANT TO PAY**

The Company covenants with the Bank that it will pay and discharge the Secured Liabilities when due.

3. **ASSIGNMENT**

3.1 **Assignment**

The Company assigns and will assign to the Bank absolutely the Assigned Rights as security for the Secured Liabilities.

3.2 **The Bank has no obligations**

The Company acknowledges and agrees that this Deed assigns only the benefit of the Assigned Rights and that the Bank does not accept any obligations in relation thereto.

3.3 **Proceeds of Assigned Rights**

The Company shall ensure that all sums paid or payable under or in relation to any Assigned Right are paid in full directly to the Collection Account free and clear of any set off, deductions, counterclaims or conditions whatsoever or otherwise to the order of the Bank.

3.4 Re-assignment of Assigned Rights

- 3.4.1 If the Bank is satisfied that the Security Period has ended, the Bank shall, at the cost of the Company, re-assign to the Company (or otherwise discharge or release from the Security Interest constituted or evidenced by this Deed) all the Assigned Rights then held by the Bank.
- 3.4.2 If, following any reassignment or release, any security, disposition or payment for the Secured Liabilities is avoided, reduced, set aside or must be returned or paid away, the Bank shall be entitled to recover the value or amount of that security, disposition or payment from the Company as if that reassignment or release had not occurred.
- 3.4.3 Notwithstanding Clause 3.4.1, the Bank may at any time in its discretion, and at the cost of the Company, re-assign to the Company (or otherwise discharge or release from the Security Interest constituted or evidenced by this Deed) any Assigned Right.

4. CHARGE

4.1 Floating charge

The Company further charges by way of floating charge with full title guarantee all its present and future assets that are intended to be Secured Assets but that are not effectively assigned, charged by way of fixed charge or pledged to the Bank under or as contemplated by this Deed, as continuing security for the payment or discharge of the Secured Liabilities.

5. REPRESENTATIONS

5.1 General

The Company makes the representations and warranties set out in this Clause 5 to the Bank and agrees that the Bank is relying on these representations when entering into this Deed.

5.2 Legal and beneficial owner

It is the legal and beneficial owner of each Secured Asset and is entitled to create Security Interests over it in favour of the Bank as contemplated by this Deed, free from any Security Interests other than any Security Interest entered into pursuant to any Finance Document.

5.3 Obligations rank first in priority

The obligations of the Company under this Deed rank first in priority ahead of all its other indebtedness or other obligations, except any indebtedness or obligation that is entitled to priority by operation of law.

5.4 No encumbrances or disposals

- 5.4.1 There are no Security Interests affecting any Secured Asset.
- 5.4.2 It has not sold, transferred or otherwise disposed of any Secured Asset, nor has it agreed to do so, save as contemplated or evidenced by this Deed.

5.5 No disputes

- 5.5.1 It has not breached any of the terms of any agreement relating to any of the Secured Assets.
- 5.5.2 It is not aware of any dispute or potential dispute between it and any person (including any Counterparty) or between any persons (including any Counterparties) in relation to any Assigned Agreement or any Secured Asset (including any contract of carriage, storage or insurance).

{L0021213; 5}

5.6 **Assignment valid and enforceable**

The assignment set out in Clause 3.1 (*Assignment*) is legal, valid and binding, and enforceable against the relevant Counterparty.

5.7 **Information correct**

All information and documents delivered to the Bank by or on behalf of the Company under or in connection with this Deed, any Secured Asset or any of the arrangements contemplated by *any of the foregoing, is/are true and accurate in all respects at the time of delivery to the Bank.*

5.8 **Repetition**

The representations and warranties in this Clause 5 are deemed to be made by the Company by reference to the facts and circumstances then existing on the date of this Deed and on each day that a representation is deemed to be made under clause 7 (*Representations and warranties*) of the Facility Agreement.

6. **COVENANTS**

6.1 **Notice of assignment**

The Borrower shall, for each Assigned Agreement, promptly at the request of the Bank:

- (a) give written notice of assignment (a **Notice of Assignment**) to any Counterparty substantially in the form set out in Schedule 1 (*Form of notice of assignment*) or in such other form as the Bank may approve;
- (b) provide the Bank with evidence satisfactory to the Bank that such notice has been delivered to such Counterparty; and
- (c) *procure that such Counterparty signs and delivers to the Bank an acknowledgement of assignment (an Acknowledgement) substantially in the form set out in Schedule 2 (Form of acknowledgement of notice of assignment) or in such other form as the Bank may approve.*

6.2 **Registration**

If applicable and at the request of the Bank:

- (a) the Company shall, at its own cost, ensure that this Deed is registered, filed and recorded with any governmental agency or court in any relevant jurisdiction if, in the opinion of the Bank or any legal adviser of the Bank, such registration, filing or recording is necessary or desirable to perfect or protect the rights of the Bank under this Deed; and
- (b) without prejudice to the Company's obligations under paragraph (a) above, the Company irrevocably authorises the Bank, at the Company's cost, to carry out any registration, filing or recording contemplated by paragraph (a) above.

6.3 **Information**

6.3.1 At the request of the Bank, the Company shall deliver to the Bank copies of any relevant Assigned Agreement existing as at the date of this Deed, or, if requested by the Bank, a list containing details of each Assigned Agreement.

6.3.2 Following an Assigned Agreement being entered into or otherwise becoming an Assigned Agreement, and at the request of the Bank, the Company shall deliver to the Bank a copy of

that Assigned Agreement, or, if requested by the Bank, a list containing details of each Assigned Agreement.

6.3.3 Immediately upon being requested by the Bank, the Company shall deliver to the Bank:

- (a) a copy of each Assigned Agreement: and/or
- (b) any other document or information that the Bank may request in relation to any Secured Asset.

6.3.4 Immediately upon receipt, the Company shall deliver to the Bank a copy of any notice or communication served, sent or received by the Company under or in relation to any relevant Secured Asset that indicates anything that may have or has had an adverse effect on the value of that Secured Asset or the Security Interests in favour of the Bank over the Secured Asset.

6.3.5 Immediately upon becoming aware, the Company shall notify the Bank of:

- (a) any breach of any Assigned Agreement by itself or the relevant Counterparty;
- (b) the occurrence of any event or circumstance which is, or is reasonably likely to result in, an Event of Default;
- (c) any event which might adversely affect its ability or that of the relevant Counterparty to comply with the terms of an Assigned Agreement; and
- (d) any dispute of any kind involving itself, any Counterparty, any governmental agency or any other person relating to any Assigned Agreement.

6.4 Negative undertakings

The Company shall not:

- (a) novate, assign or transfer any of its rights or obligations under or in connection with any Assigned Agreement save as constituted or evidenced by this Deed;
- (b) delegate or sub-contract its obligations under any Assigned Agreement;
- (c) do (or omit to do) anything which reasonably could be expected to have an adverse effect on the performance by a Counterparty of any of its obligations under an Assigned Agreement;
- (d) exercise or rely upon any right of set-off, counterclaim or analogous right so as to reduce any amount payable to it under any Assigned Agreement; or
- (e) dispose, or agree or purport to dispose, of any Secured Asset other than pursuant to any Security Interest entered into pursuant to any Finance Document.

6.6 Proceedings

6.7.1 If any Counterparty breaches a term of an Assigned Agreement the Company must, immediately upon becoming aware of this breach, inform the Bank of such breach. Where the Bank reasonably determines that such breach has had or will have an adverse effect on the value of the Secured Assets or the Security Interests given in favour of the Bank, it may direct the Company to and the Company shall:

- (a) commence and promptly prosecute proceedings against that Counterparty if directed to do so by the Bank;

- (b) permit the Bank to commence and prosecute proceedings in the name of the Company against such Counterparty; and/or
 - (c) at the request of the Bank, provide all reasonable administrative and operational support in connection with the enforcement of any judgment or award given against such Counterparty.
- 6.7.2 The Company shall not, without the prior written consent of the Bank, commence or prosecute any proceedings against any Counterparty or any Secured Asset.

7. ENFORCEMENT

7.1 Becoming enforceable

This Deed and the Security Interests constituted or evidenced by it will become enforceable when an Event of Default occurs or a demand is otherwise made under the Facility Agreement by the Lender.

7.2 Powers

Upon the Security Interests constituted by this Deed becoming enforceable, the Bank may

- (a) take possession of any documents in relation to any Secured Asset which is in the possession of the Company;
- (b) exercise or waive any Assigned Right;
- (c) deliver a draft, demand or claim under or in relation to any Secured Asset or otherwise claim payment under that Secured Asset;
- (d) collect the proceeds of any Secured Asset;
- (e) perform any of the obligations of the Company under or in relation to any Secured Asset;
- (f) terminate any Assigned Agreement;
- (g) agree to any variation of any Assigned Agreement;
- (h) commence, prosecute, compromise or settle any proceedings relating to any Secured Asset;
- (i) sell, exchange, convert into money or otherwise realise or transfer any Secured Asset to another person on such terms as the Bank thinks fit;
- (j) appropriate all or any part of the Assigned Rights in or towards discharge of the Secured Liabilities;
- (k) give any guarantee or indemnity;
- (l) appoint managers, officers or agents on such terms and conditions as it thinks fit;
- (m) to the extent that any such power is appropriate to the Secured Assets, exercise any of the powers contained in Schedules 1 and 2 of the Insolvency Act 1986;
- (n) exercise any other power which is incidental to any of the powers referred to above or which is necessary to enable the Bank to enforce, preserve or realise the Security Interests created by this Deed; and/or

- (n) dispose of any Secured Asset in such manner and generally on such terms and for such price or other consideration (whether payable immediately or by way of instalments) as the Bank may in its absolute discretion think fit without being under any responsibility to the Company for the price or other consideration obtained.

7.3 Exercise of powers

The Bank may exercise any of the powers set out in Clause 7.2 (*Powers*) in the name of the Company or in its own name, and, in addition, the Bank may appoint a nominee to exercise such powers on its behalf.

7.4 Law of Property Act

Sections 93, 103 and 109(1) of the Law of Property Act 1925 shall not apply to this Deed.

7.5 Appointment of Receivers

7.5.1 The Bank may:

- (a) unless precluded by law, appoint in writing a Receiver to exercise any of the powers set out in Clause 7.2 (*Powers*);
- (b) unless precluded by law, appoint more than one Receiver, and if so, they shall have the power to act separately or as otherwise specified in the appointment;
- (c) determine the remuneration of a Receiver; and
- (d) remove a Receiver or vary the terms of his appointment.

7.5.2 Any receiver appointed in accordance with Clause 8.5.1 shall be an agent of the Company and the Company shall be solely liable for the acts, default and remuneration of the Receiver.

7.6 No responsibility

None of the Bank, its nominee or any Receiver shall be liable or responsible to the Company for the exercise or non-exercise of any of the powers conferred on any of them by this Clause 7 or this Deed.

8. PROTECTION FOR THE BANK OR ANY RECEIVER

8.1 No obligation

None of the Bank, its nominee or any Receiver shall be obliged to:

- (a) investigate whether any sum collected is sufficient to discharge the obligations of the relevant Counterparty under the relevant Assigned Right;
- (b) take any action or commence any proceedings to collect a sum, or protect or enforce any Secured Asset;
- (c) perform any obligations of the Company under or in relation to any Secured Asset; or
- (d) invest the proceeds of any Secured Asset or any other sum in an interest-bearing bank account.

8.2 Third parties

No person dealing with the Bank, its nominee or any Receiver shall be required to verify that the powers of any of them have arisen or are being properly exercised.

9. APPLICATION OF PROCEEDS

{L0021213; 5}

9.1 Priority of application

Any proceeds received by the Bank or a Receiver under the powers or rights conferred by this Deed shall (subject to the discharge of any prior-ranking claims and the provisions of the Facility Agreement), be paid or applied in the following order of priority:

- (a) first, in satisfaction of all costs, charges and expenses incurred, and payments made, by the Bank, its nominee or the Receiver, and of the remuneration of its nominee or the Receiver; then
- (b) secondly, in or towards satisfaction of the Secured Liabilities; then
- (c) thirdly, as to the surplus (if any), to the person or persons entitled to it.

9.2 Suspense account

The Bank may, in its absolute discretion on or at any time or times after demand and pending the payment and discharge of all of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Bank, its nominee or by a Receiver by virtue of this Deed for so long and in such manner as the Bank may determine without any intermediate obligation to apply it in or towards the discharge of any Secured Liabilities.

10. POWER OF ATTORNEY

10.1 The Company irrevocably appoints by way of security the Bank to be its attorney in its name and on its behalf to do any of the following while an Event of Default is continuing:

- (a) perform any act the Company is required to perform under this Deed;
- (b) deliver a draft, demand or claim under or in relation to any Secured Asset or otherwise claim payment under or in relation to any Secured Asset;
- (c) deliver any notice or other communication which the Company is required to deliver under this Deed; and/or
- (d) execute and deliver any agreement, deed, instrument or document (including an invoice (provisional or final) to demand payment in respect of any Goods being financed under the Facility) or perform any other act or do any other thing which the Bank considers is necessary or desirable to perfect, protect or enforce the Security Interests created or evidenced by this Deed.

10.2 The Company agrees immediately on the Bank's request, to ratify and confirm all acts, deeds, instruments and things signed, executed, sealed, delivered or done under the appointment contained in this Clause 10.

11. CONTINUING SECURITY

This Deed shall be a continuing security, notwithstanding any intermediate payment or settlement of account or any other matter whatsoever.

12. CURRENCY CONVERSIONS

Money received or held by the Bank pursuant to this Deed may from time to time be converted into such currency as the Bank may think fit as necessary or desirable in order to discharge the Secured Liabilities at the Spot Rate.

13. STAMP DUTY AND REGISTRATION FEES

(L0021213; 5)

The Company shall pay all stamp duty, registration fees and similar taxes or charges which may be payable in any jurisdiction in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection with it and shall, within three Business Days of demand, indemnify the Bank against all liabilities, including penalties, with respect to or resulting from its delay or omission to pay any such stamp, registration or similar tax or charge.

14. COMMUNICATIONS

The provisions of clause 12 (*Communications*) of the Facility Agreement shall apply (*mutatis mutandis*) to communications under this Deed.

15. ASSIGNABILITY

The Company shall not assign any of its rights or transfer any of its rights or obligations (or purport to do so) under this Deed. The Bank may at any time and from time to time assign any of its rights under this Deed in accordance with the provisions of the Facility Agreement.

16. MISCELLANEOUS

16.1 Partial invalidity

Should any part or provision of this Deed be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Deed shall nonetheless remain valid. In this case, the parties hereto shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the parties without being unenforceable, and shall execute all agreements and documents required in this connection.

16.2 Third party rights

- (a) No person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) The parties to this Deed may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a party to this Deed.

16.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

No waiver by the Bank of any of its rights under this Deed shall be effective unless given in writing.

16.4 Amendments

No part of this Deed may be amended except in writing executed by each of the Parties.

16.5 Consents

A consent, notice or approval from the Bank under this Deed shall be effective only if made in writing.

17. COUNTERPARTS

{L0021213; 5}

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

18. GOVERNING LAW

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

19. ENFORCEMENT

Jurisdiction of English courts

Each party to this Deed irrevocably submits to the jurisdiction of the courts of England in relation to any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute") and agrees 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 clause is for the benefit of the Bank only and as a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed by the Company, as a deed, and by the Bank, under hand, and notwithstanding the Bank is signing under hand, shall take effect as a deed on and from the date written at the start of this Deed.

Schedule 1

Form of notice of assignment

From: Sun Mark Limited
To: { ● insert name of relevant Counterparty}
Date: { ● }

Dear Sirs

NOTICE OF ASSIGNMENT

{insert description of the Assigned Agreement} dated { ● } (the "Agreement") {between/issued by} { ● insert name of relevant Counterparty} {and/in favour of} [***insert name of trader***]

We, Sun Mark Limited, hereby give you, { ● insert name of relevant Counterparty}, notice that by a security deed dated { ● } (the "Assignment") executed by us in favour of Citibank Europe Plc (the "Assignee"), we have assigned to the Assignee amongst other things, all of our assets, rights, benefit and interest in and to the Agreement including all monies payable by you to us under the Agreement.

Notwithstanding the Assignment, we remain liable to perform all our obligations under the Agreement and the Assignee shall have no liability whatsoever in respect thereof.

We hereby irrevocably authorise and instruct you to pay any sums payable from time to time by you to us under or in relation to the Agreement to the Assignee at following account:

Account Bank: Citibank, N.A. London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB
Account holder: Sun Mark Limited
Account number: 0018696195

or to such other account as the Assignee shall at any time inform you. This authorisation and instruction may not be revoked or varied without the prior written consent of the Assignee.

Please would you sign an acknowledgment of this notice in the form attached and courier the original to the Assignee to the following address:

[***insert name of relevant bank***]
[● address]
Attention: [●]

This notice, and all non-contractual obligations in connection with it, are governed by, and shall be construed in accordance with, English law.

For and on behalf of
Sun Mark Limited

(Sign)
Name: _____
Title: _____

{L0021213; 5}

Schedule 2

Form of acknowledgement of notice of assignment

From: { ● insert name of relevant Counterparty}
To: CitibankEurope Plc
Copy to: Sun Mark Limited
Date: { ● }

Dear Sirs

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

{insert description of the Assigned Agreement} dated { ● } (the "Agreement") {between/issued by} { ● insert name of relevant Counterparty} {and/in favour of} [***insert name of trader***]

We, { ● insert name of relevant Counterparty}, hereby acknowledge receipt of the notice of assignment dated ● (the "Notice") issued to us by Sun Mark Limited (the "Company").

Capitalised terms defined in the Notice shall have the same meaning when used herein. We hereby provide the following confirmations and undertakings to you, Citibank Europe Plc:

1. We consent (to the extent required) to the assignment referred to in the Notice.
2. We have not received any notice of the interest of any other person in the Agreement. We shall immediately notify you in writing if we do receive such notice.
3. We shall not, without your prior written consent, seek to rescind, cancel or terminate the Agreement or agree to amend, supplement, vary or waive the Agreement, and we shall give all notices under the Agreement to you.
4. We confirm that the Agreement is legal, valid and binding, and enforceable against us, as is this acknowledgement and the obligations contained in it.
5. We agree that you may make valid demands and presentations under the Agreement in your own name or in the name of the Company, and that you may deliver drafts drawn by you in your own name, drawn by you in the Company's name or drawn by the Company.
6. We shall not claim or exercise against the Company, you or any other person any security interest, set-off, counterclaim, deduction or withholding under or in connection with the Agreement or any payment due under it.
7. We shall pay all amounts due from us under the Agreement in accordance with the payment instructions in the Notice.
8. We confirm that the Agreement has been duly executed by ourselves and represents valid, binding and enforceable obligations on our part.
9. We acknowledge that you are relying on the undertakings set out in this Acknowledgment.
10. This acknowledgment, and all non-contractual obligations in connection with it, are governed by, and shall be construed in accordance with, English law, and we hereby submit to the exclusive jurisdiction of the courts of England and Wales.

{L0021213; 5}

