



Registration of a Charge

Company name: **IPGL LIMITED**
Company number: **02011009**



X97K5WCE

Received for Electronic Filing: **19/06/2020**

Details of Charge

Date of creation: **19/06/2020**
Charge code: **0201 1009 0024**
Persons entitled: **CREDIT SUISSE AG**
Brief description: **N/A**
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: **JOHN DONNELLY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2011009

Charge code: 0201 1009 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2020 and created by IPGL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2020 .

Given at Companies House, Cardiff on 22nd June 2020

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

Special Deed of Pledge

Pledgor

Name(s), first name(s)/Company

IPGL Limited

Client

Name(s), first name(s)/Company

IPGL Limited

1. The Pledgor hereby grants Credit Suisse AG (hereinafter referred to as the "Bank") a **right of lien** to the assets, rights, and claims vis-à-vis the Bank listed below, including:

- Book-entry securities, securities, and unsecuritized rights;
- Account balances, balances in precious metal and coin accounts, and balances from fiduciary investments;
- and Holdings in precious metal safekeeping accounts; hereinafter referred to as the "**Pledged Assets**".

The pledge also includes any restitution claims resulting from the safekeeping of the pledged assets by the Bank or a third party institution.

The right of lien covers all forfeited, current, and future accessory rights related to the Pledged Assets such as interest, dividend payments, subscription rights, etc.

Securities that are not in bearer form are pledged to the Bank in accordance with Article 901, para. 2 of the Swiss Civil Code (hereinafter referred to as the "SCC"). If a right of lien is granted on securitized registered shares, the bank

will be authorized to request a blank endorsement of these registered shares from the pledgor at any time.

2. The purpose of the right of lien is to secure any and all claims of the Bank against the Client arising under the 'Swiss Master Agreement for OTC Derivative Instruments' between the parties dated on or about the date hereof (the "SMA") and under the 'CREDIT FRAMEWORK AGREEMENT' between the parties dated on or about the date hereof (the "FA") (the "**Secured Obligations**"). This applies to both the principal of such claims as well as the accrued and maturing interest, commissions, charges, fees, costs, and other debits. This right of lien also applies to any right of the Bank to be indemnified and held harmless, especially when claims are asserted against it by third parties (including issuers, liquidators, legal administrators, bankruptcy administrators, institutions, and government authorities) in connection with the Secured Obligations. In the case of several claims, the Bank will determine against which claims the collateral or liquidation proceeds will be credited.

To be completed by the Bank

09030

Client no. (CIF)
of the Pledgor



Signature of Pledgor checked:
Date, signature and stamp

3. Where mortgage deeds, commercial paper or negotiable instruments, goods and chattels or securities issued on the basis of goods are pledged as collateral, the Pledgor is liable for the customary insurance of the pledged property and/or the real estate, properties, items, and goods represented thereby.

The Pledgor hereby assigns to the Bank, to the extent possible under their terms, all insurance and other private or public law compensation claims (including expropriation compensation) accruing to him/her with respect to the aforementioned items, and the Bank is entitled to make the necessary communications and collect such proceeds or indemnification and to give receipt on his/her behalf.

4. This pledge is in addition to and independent of any existing or future security of the Bank and will remain in force until such time as the obligations toward the Bank have been fulfilled in their entirety. The release of individual assets from this pledge will not affect the Bank's right of lien in respect of the other pledged assets. In the event that collateral is exchanged, the new assets will be subject to this pledge without further formalities. Particularly, in the case of security redemptions, the corresponding proceeds replace the security in question and become subject to the pledge. The entire asset is subject to this pledge, even if its value is increased by reason of additional payments, or for any other reason.

5. If according to the Bank's collateral value guidelines, the value of the pledged assets is no longer sufficient to secure the Bank's claims, the Bank may require the Client to submit additional collateral and/or to repay a corresponding portion of the debt. If the Client does not comply with this request within the period stipulated by the Bank, all of the Bank's claims against the Client will fall due without further notice

If claims of the Bank are due, it shall be authorized to liquidate the pledged assets and use the proceeds to satisfy its claims after deduction of expenses and costs. The Bank may, at its discretion, instigate ordinary debt collection proceedings against the client, realize the pledged assets by forced execution or, after giving prior notice to the Pledgor, it may liquidate the collateral by private contract, and in particular it may contract on its own account.

If the Bank refrains from liquidating pledged assets, this will not constitute a waiver of the Bank's aforementioned right nor shall this result in any responsibilities for the Bank.

6. If the deed of pledge is issued on behalf of third parties, all communications will be deemed to have been duly

transmitted if sent to the Client. The Pledgor undertakes to cooperate when transferring the pledged assets to a new buyer. Pledged securities that are not in bearer form are hereby assigned to the Bank in blank in case it should become necessary to liquidate them.

7. In the case of pledged mortgage deeds and other claims secured by real property, the Pledgor himself/herself must take all necessary measures, such as applications, notices of termination, amortizations, etc., to maintain the rights attaching to the pledged assets. He/she relieves the Bank of all responsibility in this regard. Moreover, the Bank will be entitled, but not obligated, to exercise all those rights and to make decisions which are the prerogative of the Pledgor or the owner of the pledged assets. In particular, in the event of termination of a claim secured by the pledge, the Bank is entitled, but not obligated, to directly terminate the claims against the mortgagor arising from the pledged mortgage deeds and to exercise all rights against the mortgagor in its own name. For pledged mortgage deeds, particularly mortgage notes in the name of the owner, it is hereby agreed that the Bank is entitled to terminate these with a notice period of three months to the end of the month. If the Client defaults on the payment of interest or amortization, the Bank is entitled to terminate with immediate effect. The Bank is thus authorized to directly collect the principal, interest, and other income generated by the mortgages and also to enforce the claims for rent in accordance with Article 806 of the SCC as if it were the actual owner of the title or mortgage claim. In the case of the sale or fragmentation of the pledged properties, the rights accruing to the mortgage creditor pursuant to Articles 832, 833, and 852 of the SCC will be solely vested in the Bank for the duration of the pledge relationship. The Pledgor undertakes to forward to the Bank all associated notices that come to his/her attention without delay and to accept the Bank's decisions. Non-compliance will cause the claims to fall due immediately.

In the case of pledged mortgage deeds (particularly mortgage notes in the name of the owner), the right of lien will cover the current annual interest as well as the annual interest accrued since the date of issue. Interest will be charged at 5% p.a. If, however, a higher rate or a higher maximum interest rate is specified, the latter will be deemed agreed. The Bank may draw on the principal and interest of pledged mortgage deeds separately, and in part or whole, as collateral for its claims.

To be completed by the Bank

Client no. (CIF) of Pledgor

8. The assets pledged hereunder will also serve to secure the Bank's claims against the Client resulting from outstanding credit card payments. The Pledgor hereby confirms that the Bank is authorized in this context to cover the Client's outstanding credit card payments (including charges and costs), without providing the Client or the Pledgor with notification or a deadline, by liquidating the assets pledged hereunder by private contract (including by purchasing them itself) and applying the resulting proceeds against the outstanding payments, as soon as the Client is in arrears with these payments. If the credit card relationship is terminated, the pledged assets may be retained until all outstanding credit card amounts (including charges and costs) incurred before termination of the credit card relationship or during collection proceedings have been paid in full, but in any case for at least three months after the termination of the credit card relationship.

9. For all other matters, the Bank's General Conditions and Safe Custody Regulations, with which the Pledgor is familiar, apply.

10. The place of performance is the location specified in the Bank's address.

If the Pledgor's current or future place of residence or domicile is outside Switzerland, the place of performance is also the place of enforcement (special domicile pursuant to Article 50, para. 2 of the Federal Law on Debt Enforcement and Bankruptcy).

All the Pledgor's legal relationships with the Bank are governed by Swiss law, to the exclusion of the conflict of laws provisions of Swiss private international law.

The exclusive place of jurisdiction for all legal proceedings is Zurich or the place of business of the Swiss branch of the Bank with which the contractual relationship exists or the respondent's registered office or place of domicile. Mandatory places of jurisdiction prescribed by law remain reserved.

List of Pledged Assets, Rights and Claims

<u>Account Number</u>	<u>Designation</u>
0835-2163942-62-3	GBP Cash Account
0835-2163942-62-4	EUR Cash Account
0835-2163942-62-5	USD Cash Account

For and on behalf of
IPGL Limited

Farban
.....
(Place)

19/6/2020
.....
(Date)



Name: SAM WREN
Title: Director

Name:
Title: Director

To be completed by the Bank	
Client no. (CIF) of Pledgor	0835-2163942-6

8. The assets pledged hereunder will also serve to secure the Bank's claims against the Client resulting from outstanding credit card payments. The Pledgor hereby confirms that the Bank is authorized in this context to cover the Client's outstanding credit card payments (including charges and costs), without providing the Client or the Client or the Pledgor with notification or a deadline, by liquidating the assets pledged hereunder by private contract (including by purchasing them itself) and applying the resulting proceeds against the outstanding payments, as soon as the Client is in arrears with these payments. If the credit card relationship is terminated, the pledged assets may be retained until all outstanding credit card amounts (including charges and costs) incurred before termination of the credit card relationship or during collection proceedings have been paid in full, but in any case for at least three months after the termination of the credit card relationship.

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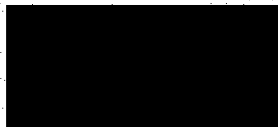
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0835-2163942-62-4	EUR Cash Account
0835-2163942-62-5	USD Cash Account

For and on behalf of
IPGL Limited



.....
(Place)

.....
(Date)

Name: *Wim Geibel*
Title: Director

Name:
Title: Director

To be completed by the Bank

Client no. (CIF) of Pledgor

