

# MR01

## Particulars of a charge



Companies House

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A fee is payable with this form  
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**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 where there is no instrument. Use form MR02.



A09 02/02/2016 #107  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration** 21 days beginning with the day after the date of creation of the charge. If the form is 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 01074897 ✓

Company name in full HAVIN BANK LIMITED ✓

For official use  
Filing 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 29 01 2016 ✓

### 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 BANK OF CHINA LIMITED ✓

1 LOTHBURY, LONDON, EC2R 7DB

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

MR01  
Particulars of a charge


<b>4</b>	<b>Brief description</b>	
	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	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
Brief description	N/A	

<b>5</b>	<b>Other charge or fixed security</b>	
	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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b>	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	


<b>7</b>	<b>Negative Pledge</b>	
	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	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	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	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	

<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<small>Signature</small> X  X	
	This form must be signed by a person with an interest in the charge	

MR01

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 **MARK BAILEY**

Company name **BANK OF CHINA**

Address **1 LOTHBURY**

Post town **LONDON**

Country/Region

Postcode **E C 2 R 7 0 B**

Country **UK**

DX

Telephone **0203 192 5841**

**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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1074897

Charge code 0107 4897 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2016 and created by HAVIN BANK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd February 2016.

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Given at Companies House, Cardiff on 5th February 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 29 JANUARY 2016

**CASH COLLATERAL DEED**

between

**HAVIN BANK LIMITED**

and

**BANK OF CHINA LIMITED, LONDON BRANCH**

I certify that this is a true and accurate copy of the original

Went 29/1/16

Lily Tagoe

Secretary - Bank of China  
1 Lothbury  
EC2R 7DB

THIS DEED is dated 29 JANUARY 2016

#### PARTIES

- (1) **HAVIN BANK LIMITED**, a company incorporated in England and Wales with company number 01074897 and whose registered office is at 5<sup>TH</sup> Floor, 30 Marsh Wall, London, E14 9TP (the "**Chargor**"), and
- (2) **BANK OF CHINA LIMITED, LONDON BRANCH** whose registered office in the UK is at 1 Lothbury, London EC2R 7DB (the "**Bank**")

#### BACKGROUND

- (A) The Chargor has opened the Account and has made the Deposit and agreed to maintain the Deposit to secure certain obligations of the Chargor to the Bank
- (B) The Chargor has resolved that the entry by it into this Deed is in the best interest of the Chargor and for its commercial benefits

#### IT IS AGREED AS FOLLOWS

##### 1 DEFINITIONS AND INTERPRETATION

###### 1.1 Definitions

"**Account**" means the Sterling blocked cash margin account in the Chargor's name with the Bank with account number 100200000013269 as that account may be renumbered or redesignated from time to time,

"**Additional Collateral**" means additional amount equal to 10 percent above the Secured Liabilities, as notified by the Bank from time to time and agreed by the Chargor

"**Affiliate**" means in relation to any person, a subsidiary of that person or a holding company of that person or any subsidiary of that holding company

"**Business Day**" a day (other than a Saturday or Sunday) on which banks are open for general business in London,

"**Deposit**" means all monies from time to time standing to the credit of the Account together with all other rights and benefits accruing to or arising in connection with the Account including if any, accrued interest,

"**Encumbrance**" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other

security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

“**Facility Agreement**” means the 2002 ISDA Master Agreement between the Chargor and the Bank dated on or around the date of this Deed and each Transaction entered into thereunder from time to time,

“**Financial Collateral**” shall have the meaning given to that expression in the Financial Collateral Regulations,

“**Financial Collateral Regulations**” means the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*),

“**Secured Liabilities**” means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, of the Chargor to the Bank from time to time under or in connection with the Facility Agreement or this Deed,

“**Security Financial Collateral Arrangement**” shall have the meaning given to that expression in the Financial Collateral Regulations,

“**Security Period**” means the period starting on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid in full and no further Secured Liabilities are capable of being outstanding. If the Bank considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed

## 12 Interpretation

Unless the context otherwise requires, in this Deed

- (a) a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed,
- (b) a reference to one gender includes a reference to the other genders,
- (c) words in the singular include the plural and in the plural include the singular,
- (d) a reference to **this Deed** (or any specified provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as in force for the time being and as amended or novated from time to time,

- (e) a reference to a **person** shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person,
- (f) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description,
- (g) a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation,
- (h) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, and
- (i) clause and paragraph headings shall not affect the interpretation of this Deed

## 2. COVENANT TO PAY

The Chargor shall, on demand, pay to the Bank and discharge in full the Secured Liabilities when they become due, without any counterclaim, deduction or withholding of any kind

## 3. CHARGE

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Bank, by way of first fixed charge, the Deposit

## 4. THE DEPOSIT

- 4 1 The provisions of this Clause 4 (*The Deposit*) are without prejudice to the fixed charge over the Deposit in Clause 3 (*Charge*)
- 4 2 The Chargor shall procure that, throughout the Security Period and provided any part of the Secured Liabilities is outstanding, there is deposited and maintained in the Accounts, an aggregate credit balance (free of all liens and encumbrances other than in favour of the Bank) of.
  - (a) not less than the Secured Liabilities, and
  - (b) the Additional Collateral, and
  - (c) such additional amount to cover exchange rate changes and any other fees
- 4 3 Subject to clause 4 4 below, the Deposit together with any accrued interest shall be due and payable to the Chargor only on the date on which the Security



Period ends, regardless of the terms on which moneys are credited to the Account

- 4.4 The Chargor shall not request, demand or claim to be entitled to withdraw any part of the Deposit except that the Chargor shall be entitled to request a withdrawal of a part of the Deposit provided that at all times the aggregate credit balance of the Account remains not less than the Secured Liabilities plus the Additional Collateral
- 4.5 The Bank's certificate stating the amount at any time of the Secured Liabilities shall (in the absence of any manifest error) be conclusive evidence of that amount. The Bank, on request by the Chargor, shall provide a copy of such certificate to the Chargor
- 4.6 In exercising its rights under Clause 9 (*Bank's Right of Set-off*) the Bank may at any time without notice to the Chargor take all or any of the following steps
- (a) open a new account in the name of the Chargor and debit that account or debit an existing account of the Chargor with an amount of up to the Secured Liabilities,
  - (b) combine or consolidate (regardless of currency and of the terms on which moneys are credited to any of those accounts) all or any of the accounts with the Bank in the name of the Chargor or to which the Chargor is beneficially entitled at any of the Bank's branches in any country or territory,
- 4.7 The rights conferred by Clause 4.6 shall be exercisable and enforceable at any time and shall be enforceable notwithstanding that
- (a) all or part of the Deposit may have been deposited for a fixed or minimum period or be subject to a period of notice, and
  - (b) any such fixed or minimum period or period of notice may or may not have been given
- 4.8 The Chargor irrevocably authorises the Bank at any time after the security constituted by this charge has become enforceable to break or determine the Deposit in whole or in part and/or to renew all or any of the Deposit for such fixed periods as the Bank may, in its absolute discretion, from time to time think fit

## **5. LIABILITY OF THE CHARGOR**

- 5.1 The Chargor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by
- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank that is or becomes wholly or partially illegal, void or unenforceable on any ground, or
  - (b) the Bank renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or
  - (c) any other act or omission, which but for this Clause 5 might have discharged or otherwise prejudiced or affected, the liability of the Chargor
- 5.2 The Chargor waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Chargor

## **6. REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties set out in this Clause 6 to the Bank. The representations and warranties so set are made on the date of this Deed and are deemed throughout the Security Period with reference to the facts and circumstances then existing

- (a) The Chargor is the sole, lawful and beneficial owner of the Deposit free from Encumbrances, except pursuant to this Deed;
- (b) the Chargor has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed,
- (c) There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Deposit,
- (d) This Deed constitutes the Chargor's legal, valid, binding and enforceable obligations and is an effective and enforceable security over the Deposit,
- (e) No Encumbrance expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise, and

- (f) The entry into this Deed by the Chargor does not and will not constitute a breach of any regulation, agreement or instrument binding on the Chargor or its assets

## **7 ENFORCEMENT OF SECURITY**

- 7.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed
- 7.2 The Bank shall be entitled (but not obliged) at any time after the Secured Liabilities have become due, to apply all or any part of the Deposit to discharge in whole or in part, the Secured Liabilities in accordance with the provisions of this Deed
- 7.3 To the extent that the Deposit constitutes Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Bank shall have the right, at any time after this Deed has become enforceable, to appropriate all or any of that part of the Deposit in or towards the payment and/or discharge of the Secured Liabilities in such order as the Bank in its absolute discretion may from time to time determine. The value of the Deposit appropriated in accordance with this clause shall be, in the case of cash, the amount of cash appropriated. The Chargor agrees that the method of valuation provided for in this clause is commercially reasonable for the purposes of the Financial Collateral Regulations

## **8. PRESERVATION OF DEPOSIT**

- 8.1 The Chargor shall not at any time, except with the prior written consent of the Bank
- (a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Deposit other than this Deed, or
  - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Deposit, or
  - (c) create or grant (or purport to create or grant) any interest in the Deposit in favour of a third party
- 8.2 The Chargor shall not
- (d) withdraw or transfer all or any part of the Deposit until after the Security Period has expired, or
  - (e) do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank or materially diminish the value of the Deposit or the effectiveness of the security created by this charge (including, without limitation, closing the Account)

- 8.3 The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this Deed)

**9. BANK'S SET-OFF RIGHTS**

If the Bank has more than one account for the Chargor in its books, the Bank may at any time after the security constituted by this Deed has become enforceable pursuant to Clause 7 (*Enforcement of Security*) of this Deed, or the Bank has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Deposit transfer, without prior notice, set-off all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Bank shall notify the Chargor of the transfer once made)

**10. CURRENCY**

The Bank may convert any monies received, recovered or realised by the Bank under this Deed from their existing currencies of denomination into such other currencies of denomination as the Bank may think fit. Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each reference in this Clause 10 (*Currency*) to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

**11. EFFECTIVENESS OF SECURITY**

- 11.1 The security constituted by this Deed shall be in addition to, and independent of, every other security or guarantee which the Bank may hold for any of the Secured Liabilities at any time. No prior security held by the Bank over the whole or any part of the Deposit shall merge in the security created by this Deed.

- 11.2 This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Bank discharges this Deed in writing pursuant to Clause 11.3.

- 11.3 If the Bank is satisfied that

- (A) all Secured Liabilities have been unconditionally and irrevocably paid or discharged in full and that the Bank does not have any further

liability or obligation to advance any funds under the Facility Agreement, or

- (B) security for the Secured Liabilities, in each case acceptable to the Bank, has been provided in substitution for this Deed, or

then, subject to the remainder of this Clause 11 (*Effectiveness of Security*), the Bank shall at the request and cost of the Chargor take whatever action is necessary to release the Deposit from the security interest created pursuant to this Deed and will amend the terms of the Account to remove any restriction on withdrawals

- 11.3 Any release, discharge or settlement between the Chargor and the Bank shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement
- (a) the Bank or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Deposit, for such period as the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund, and
  - (b) the Bank may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred

## **12. NOTICE OF SECOND CHARGE**

- 12.1 If the Bank receives notice of any subsequent Encumbrance, or other interest, affecting all or part of the Deposit, the Bank may open a new account for the Chargor in the Bank's books. Without prejudice to the Bank's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities
- 12.2 If the Bank does not open a new account immediately on receipt of notice under Clause 12.1 unless the Bank gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Bank shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Bank

**13. SUSPENSE ACCOUNT**

All monies received, recovered or realised by the Bank under this Deed may, at the discretion of the Bank, be credited to any suspense or impersonal account and may be held in such account so long as the Bank thinks fit pending the application from time of time of such monies in or towards the discharge of the Secured Liabilities

**14. COSTS AND INDEMNITY**

The Chargor shall pay to, or reimburse, the Bank within five Business Days of demand, on a full indemnity basis, all costs and expenses reasonably incurred by the Bank in relation to

- (a) this Deed or the Deposit,
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Bank's rights under this Deed, and
- (c) suing for, or recovering, any of the Secured Liabilities

**15. CONSOLIDATION**

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed

**16. ASSIGNMENT AND TRANSFER**

- 16 1 Subject to Clause 16 2 below, the Bank may assign or transfer the whole or any part of the Bank's rights and/or obligations under this Deed to any person with the prior written consent of the Chargor (which consent shall not be unreasonably delayed or withheld)
- 16 2 The consent of the Chargor is not required if the assignment or transfer is to an Affiliate of the Bank
- 16 3 The Chargor shall not assign any of its rights, or transfer any of its obligations, under this Deed or enter into any transaction which would result in any of those rights or obligations passing to another person

**17. RIGHTS CUMULATIVE**

The rights and powers of the Bank conferred by this Deed are cumulative, may be exercised as often as the Bank considers appropriate, and are in addition to its rights and powers under the general law

**18. GENERAL**

18.1 Any waiver or variation of any right by the Bank (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Bank and applies only in the circumstances for which it was given, and shall not prevent the Bank from subsequently relying on the relevant provision

18.2 No act or course of conduct or negotiation by or on behalf of the Bank shall, in any way, preclude the Bank from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power

18.3 No delay or failure to exercise any right or power under this Deed shall operate as a waiver. No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other right

18.4 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties

**19. NOTICE**

Any notice or other communication given under this Deed shall be in writing and shall be served by delivering it personally or by sending it by first-class post to the address of the relevant party as set out in this Deed or such other address as may be notified in writing from time to time by the relevant party to the other party

**20. CONFLICTS WITH ACCOUNT DOCUMENTS**

For the avoidance of doubt, if the provisions of this Deed are inconsistent with the provisions contained in any other document which relates to the Account, the provisions of this Deed shall prevail

**21. THIRD PARTY RIGHTS**

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed

**22. GOVERNING LAW AND JURISDICTION**

22.1 This Deed is governed by English law

22.2 The parties to this Deed irrevocably agree that, subject as provided in Clause 23.3, the courts of England and Wales shall have exclusive jurisdiction to settle any disputes in connection with this Deed

22.3 Nothing in this clause shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

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

Executed as a deed by  
**HAVIN BANK LIMITED**  
acting by a Director

Candido Aldo Victoria Serrano  
Name

In the presence of

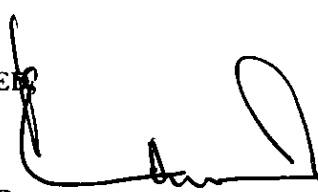
Name KEVIN MORLEY

Address 10 HILLHOUSE CLOSE BILMERICAY  
ESSEX CM12 0B3


Occupation BANK OFFICIAL



Executed as a deed by  
**BANK OF CHINA LIMITED**  
**LONDON BRANCH** acting by an  
authorised signatory



Name **S.E. HINDS**

In the presence of 

Name **R. WHITEHOUSE**

Address **1 LOTHBURY, LONDON EC2R 7DB**

Occupation **Banker**

I certify that this is a true and accurate copy of the original

Wen 29/1/16

Lucy Tagoe

SOHATA

Bank of China

1 Lothbury

London EC2R 7DB