

MR01

Particulars of a charge



Companies House

700045/483



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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. It must be scanned and placed on the public record. **Do not send the original.**



WEDNESDAY

1 Company details

Company number 00759991
Company name in full STEMCOR DISTRIBUTION LIMITED

For official use
48
→ **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 d 2 8 m 0 3 y 2 0 y 1 9

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 BANQUE CANTONALE VAUDOISE

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.

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4	Brief description	
Brief description	<p>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.</p> <p>N/A</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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**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	ROMAN CHAPAEV
Company name	STEMCOR HOLDINGS 2 LIMITED
Address	LONGBOW HOUSE 14-20 CHISWELL STREET
Post town	LONDON
County/Region	
Postcode	E C 1 Y 4 T W
Country	U.K.
DX	
Telephone	020 7775 3885

**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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 759991

Charge code: 0075 9991 0048

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2019 and created by STEMCOR DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2019.

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Given at Companies House, Cardiff on 27th April 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

1. The undersigned, **STEMCOR DISTRIBUTION LIMITED**, Longbow House, 14-20 Chiswell House,
London EC1Y 4TW, UK

(the "Assignor") hereby assigns to

BANQUE CANTONALE VAUDOISE (the "Bank")

all of their current, future, actual, conditional and/or contingent receivables, claims, titles and interests, and any and all their rights as set out in this Assignment (the "Assigned Claims") as security for the repayment of any and all current or future amount, whether or not due for payment, plus any interest, commission, fees and ancillary costs in relation to any financing that the Bank has made available or will make available to the Assignor.

Such financing may comprise, credit facilities, overdraft facilities, any other form of financing whatsoever, commitments assumed, in full or in part, by the Bank on behalf of the Assignor and/or for its account and/or that of any third party which the Assignor may from time to time designate for this purpose to the Bank, including without limitation commitments created by the issuance of letters of credit, guarantees, performance bonds, bills of exchange, porte-fort commitments or any other transaction capable of generating an indebtedness on the Assignor's account(s) with the Bank (the "Financing")

The Assigned Claims include without limitation:

- any interest, dividends and/or other benefits and/or rights of whatever kind, whether outstanding, current, contingent or future, arising from, pursuant to, or in respect of the Assigned Claims;
 - the proceeds of any goods in respect of which the Bank has granted a Financing in any manner whatsoever (the "Goods"), including the Financing of any other costs related to the purchase, storing or sale of the goods by the Assignor, such as hedging costs linked to the transactions over the Goods (initial and additional margins resulting from term contracts entered onto by the Assignor, etc.), the Bank being entitled, at its own discretion, to take any measure it deems fit to preserve the proper execution of the transactions it has financed, including the purchase and the sale (payment included) of the Goods involved;
 - the proceeds of any letter of credit, guarantee, insurance coverage, hedge contract, and any other right or claim of the Assignor related to any Financing;
 - all sums of money and/or all goods which are, or may, at any time become due to the Assignor on the basis of any contract of sale, purchase, transport, warehousing, etc. in relation to a Financing;
 - all contingent claims of the Assignor which may result in an award and/or payment of damages and/or late interests;
 - and/or the right of the Assignor to call for delivery of Goods and/or documents of title to Goods.
- 2 This Assignment shall remain in full force and effect even if a Financing granted by the Bank has been partially and/or temporarily repaid. The Assignor acknowledges that this Assignment shall exist in addition to, and independently from, any other security currently in force or to be created in the future. In addition, the Assignor accepts that this Assignment shall not constitute a release of the Assignor from any of its obligations under any other agreements concluded with the Bank.
- 3 The Assignor authorises the Bank to give notice of this Assignment, at any time, to debtors of the Assignor and/or any other persons or entities that the Bank deems to have a legitimate interest in the same.
- 4 The Assignor hereby represents and warrants to the Bank that the Assigned Claims are in existence and are freely assignable and expressly declares that:
- a) the Assignor is the sole valid holder of the Assigned Claims;
 - b) the Assigned Claims are legally valid and binding,
 - c) the Assigned Claims are and will remain free of any liabilities, encumbrances or preferential rights in favour of any third party,
 - d) there is no conflict between this Assignment and any provision of Swiss and/or foreign law or any provision of the constitutional documents of the Assignor;
 - e) to date, no specific or general assignment of claims has been granted in favour of any third party.

CERTIFIED TRUE COPY

except for redactions permitted by law
[Signature] R. CHAPAEV

DATE: 09/04/19

- f) the debtors under the Assigned Claims are solvent and capable of meeting their obligations in respect of the payment of the Assigned Claims as and when they fall due;
- g) the debtors of the Assigned Claims do not and will not have any enforceable legal objections to raise as to the validity of the Assigned Claims.

5 The Assignor hereby covenants with the Bank that it will

- a) endorse on all invoices/contracts issued by the Assignor a notice indicating that the payment of all amounts in respect thereof is to be made directly to the Bank;
- b) unless specifically approved by the Bank, not assign or purport to assign the Assigned Claims whether in full or in part in favour of any third party, unless and until all Financing have been repaid in full as to capital, interest and fees;
- c) refrain from doing anything that could encumber and/or imperil the Bank's rights pursuant to this Assignment;
- d) exercise all due diligence in the prompt performance of its contractual obligations in relation to the Assigned Claims, and institute and maintain all such proceedings or measures as may be necessary or expedient to preserve and protect the interests of the Bank;
- e) procure that all information and/or documents relating to the Assigned Claims, as the Bank may reasonably, will be promptly delivered to the Bank;
- f) give notice of this Assignment and instruction for the payment of the Assigned Claims directly to the Bank in a form as the Bank may require;
- g) in the event that the Assignor itself receives any sum in respect of the Assigned Claims, forthwith pay the same over to the Bank;
- h) in the event that bills of exchange or drafts drawn against any of the debtors under the Assigned Claims are ultimately issued, it will forthwith procure that the same are duly endorsed and delivered to the Bank together with a reference identifying the contract to which they relate;
- i) serve on any debtors under the Assigned Claims and/or any third party designated by the Bank at its discretion, notice of the existence of this Assignment, and to give them all instructions necessary to enable them to make payment or fulfil their obligations in accordance with conditions set by the Bank, and to procure that such debtors under the Assigned Claims and/or any such third parties acknowledge in writing receipt of such instructions;
- j) procure that all instruments entered into as security for and/or in connection with the Assigned Claims are and remain in full force and effect and are constituted in the Bank's favour;
- k) to notify the Bank of:
 - I. the repayment date for each Assigned Claim, in each case prior to the date on which such claim actually falls due for payment;
 - II. any protest, failure or refusal by any debtor under an Assigned Claim to make a payment or any part thereof;
 - III. all actions, suits or proceedings pending or threatened by or against the Assignor and/or any debtors of the Assignor in connection with the Assigned Claims;
 - IV. any fact or event which may adversely affect the Assigned Claims;
 - V. any event as a result of which the value of the security represented by this Assignment shall be or become less than the total amount the Financing
- l) to take all such measures, perform all such acts and execute and deliver any and all such further instruments and documents in accordance with the direction of the Bank as the Bank may consider to be necessary or desirable in order to perfect its title to the Assigned Claims, to safeguard its rights hereunder and otherwise to give full force and effect to the provisions hereof, and/or
- m) to allow the Bank complete and unlimited access to the Goods acquired by the Assignor as a result of any Financing and to use all reasonable endeavors to allow the Bank access to the Goods belonging to the debtors of the Assignor.

Any non-compliance by the Assignor with the terms and conditions set out above shall not affect the validity of this Assignment.

- 6. In the event that either, a debtor of any Assigned Claim refuses to honour its obligations or protests a negotiable bill of exchange, or if the payment of a receivable appears to be in jeopardy for any other

reason, the Assignor covenants and agrees to inform the Bank in writing of such occurrence and, immediately at the Bank's request, to enter into new security arrangements or repay the Financing in full, if for any reason prior to the date by which final repayment of the Financing is to be made, the value of the securing represented by this Assignment is less in the Bank's opinion than the amount from time to time outstanding in respect of the Financing.

7. If the Assignor does not repay the Financing in full at maturity, the Bank shall have the right without giving prior notice to the Assignor to foreclose the Assigned Claims in such manner as the Bank shall deem appropriate.
8. The Assignor hereby constitutes the Bank as its true and lawful attorney, irrevocably with full power (in the name of the Assignor or otherwise with power to appoint a substitute) to do all such things as the Assignor is obliged or authorised to do hereunder and in particular - but without limitation - to give notice, ask, require, demand, receive and give receipt for any and all Assigned Claims and to make any claims or to take any action or to institute any proceedings that may in the sole opinion of the Bank be necessary or advisable in order to protect or enforce the Bank's rights hereunder. Any steps undertaken by the Bank in this regard shall, however, be at the sole risk of the Assignor, and the Bank shall incur no liability in respect thereof.
9. The Assignor shall pay to the Bank all costs, expenses, taxes and duties in connection with the execution or enforcement of this Agreement and any action to be taken to give effect to it, including any costs incurred by the Bank in enforcing this Assignment in any court of law.
10. Any amendment to this Agreement shall be invalid unless made in writing and duly signed by the parties
11. The invalidity or unenforceability of any clause in this Assignment shall not result in the invalidity or unenforceability of any other provision.
12. The Assignor agrees that this Assignment shall continue to be binding upon the Assignor and its successors and assigns in the event of declaration of insolvency or bankruptcy of and/or appointment of a receiver or liquidator over the Assignor.
13. No delay or omission by the Bank in the exercise of any of its rights arising hereunder or by operation of law shall be construed as a waiver by the Bank of any future exercise of such rights and/or of its right to take further action in respect of any default of the part of the Assignor
14. Any notice given by the Bank hereunder shall be deemed to be validly served if sent to the last address indicated to the Bank by the Assignor for this purpose
15. **The Assignor hereby expressly agrees and acknowledges that this Assignment shall be governed by, and construed in accordance with, Swiss law. In addition in all other respects, the Specific Terms and Conditions for Trade Finance and the General Conditions of the Bank shall continue to apply.**
16. **The Assignor hereby submits any and all disputes in relation to the respective rights and obligations of the parties hereto arising out of this Assignment and/or in relation to any Assigned Claim to the jurisdiction of the courts in Lausanne, Canton de Vaud, with subsequent appeal to the Swiss Federal Court.**

The Assignor accepts that, in the event it is no longer able to receive formal notices at the address communicated to the Bank for this purpose, the latter may give valid notice by causing public notices to be published.

Notwithstanding the foregoing, if necessary or expedient, the Bank may elect to enforce its rights under this Assignment in those courts having jurisdiction in such place where the Assignor is domiciled or in any other court of competent jurisdiction having regard to the nature and location of the Assigned Claims.

17. The Assignor acknowledges that it is fully aware that the collection of any amounts assigned to the Bank without the same being immediately retransferred to the Bank constitute a criminal offence.

Date

28/03/19

The Assignor:

Witnessed by
H. Chapman
of