

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

☒ **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
an instrument. Use form MR08.

WEDNESDAY



LD3 *L83L1S00* #105
17/04/2019
COMPANIES HOUSE

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 00759991
Company name in full STEMCOR DISTRIBUTION LIMITED

For official use

45

→ **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 28/03/2019

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 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 N/A	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge 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 Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

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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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 759991

Charge code: 0075 9991 0045

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.

A handwritten signature in black ink, consisting of a stylized 'P' or 'R' shape.

Given at Companies House, Cardiff on 27th April 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Banque Cantonale Vaudoise

General deed of pledge and assignment

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

(the "Pledgor")

hereby assigns, transfers and pledges to Banque Cantonale Vaudoise ("BCV") as security for all claims and receivables, present or future, arising out of or in connection with contracts now existing or to be entered into hereafter by reason of a business relationship with BCV, which BCV holds or may at any time hold in respect of

STEMCOR DISTRIBUTION LIMITED, Longbow House, 14-20 Chiswell House, London EC1Y 4TW, UK

(the "Debtor")

all paper securities, book-entry securities, savings and deposit books and all claims relating thereto, insurance policies, other assets including deposits with Caisse d'Epargne Cantonale Vaudoise now or hereafter held directly or indirectly by BCV, whether deposited with BCV or elsewhere in BCV's name, but for the account of the Pledgor, as well as any and all claims against BCV of any kind or nature, present or future, assets that are denominated in any currency and that are held at sight, at term, or in precious metal accounts, claims arising out of or in connection with fiduciary deposits or loans, rights to BCV's collective deposits, etc. BCV's right of pledge also includes all rights, claims and receivables whether now or hereafter held in a fiduciary capacity in respect of third parties

Any other rights, claims and receivables in respect of third parties may also be assigned, transferred and pledged, in which case they are shown in a separate list that forms an integral part of this Deed or are listed directly in this Deed. The same applies to paper securities, book-entry securities, and other objects deposited elsewhere than with BCV for the account and in the name of the Pledgor.

2. The right of pledge covers all accessory rights attached to the pledged securities such as interest, dividends, subscription rights, capital gains, accruals, bonuses, privileges and others, accrued or accruing now or hereafter. In the event of exchange, renewal, reinvestment, etc., the right of pledge shall cover all assets replacing those originally pledged.
3. The collateral shall cover all claims which BCV has in respect of principal, accrued and current interest, commissions, and provisions, as well as all custody, redemption and litigation fees, etc. arising from the aforementioned lending agreement.

In the case of several claims, BCV in its sole discretion may determine to which claims the collateral or the proceeds of any sale of the collateral shall apply.

The pledge shall remain in full force and effect without the need for any further formalities until all secured claims hereunder are repaid in full.

4. The Pledgor shall purchase or cause the purchase of the usual form of insurance for real and personal property covered by the right of pledge, particularly if the property is represented by securities pledged as collateral. BCV's right of pledge extends to all insurance payouts or other indemnities, and the Pledgor authorizes BCV to give notice of its rights, to receive all indemnities for its own account and to give valid receipt for same.
5. Provided that the nature of the pledged assets so permits, they shall be kept, managed and administered in accordance with BCV's Safe Custody Regulations.

Moreover, the Pledgor shall take all necessary measures to safeguard the rights attached to the pledges and to preserve their value.

BCV may, but without any obligation to do so, take any measures it deems necessary to assemble, preserve, maintain and redeem the pledged securities at the Pledgor's expense and risk, and without notice or other formalities. BCV may at any time require that assets deposited with third parties be deposited with BCV, call in securities for redemption, collect any receivables, etc., and give receipt for same.

6. This Deed is independent of any other collateral that BCV may currently hold or that may hereafter be delivered to secure the aforementioned claims.
7. BCV may require the Debtor to deliver further pledged assets or to repay any amount if the value of the pledged assets should decline or if, in the opinion of BCV, such a decline is imminent, or if for any other reason BCV should deem the pledged assets to be insufficient

Should the Debtor fail to perform its obligation, notwithstanding having been given notice by registered mail or, if urgent, by any other means that BCV in its sole discretion may determine, BCV may realize all or part of the pledges even if its claim is not yet due. BCV may pursue the Debtor through normal legal means prior to realizing the pledge, without waiving its right on the pledged assets

BCV shall have the same right if the Debtor is late in repaying all or part of the debt or is under notice to meet another commitment

8. Where it exercises its right to realize the pledge, BCV in its sole discretion may, after providing notice, sell the collateral by voluntary sale (if possible on the stock exchange or through a private sale), notwithstanding the formalities set forth by the Federal Act on Debt and Bankruptcy Proceedings and its implementing ordinances, or by forced sale. If the

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CERTIFIED TRUE COPY

except for redactions permitted by law

[Signature]
..... R CHAPPEL

DATE: 09/04/19

pledged assets are sold by voluntary sale, BCV may also, after providing notice, take possession of the assets and deduct their value – estimated primarily on the basis of market conditions – from the secured claims, with any excess value being turned over to the Pledgor in all cases. If the Pledgor is a qualified investor within the meaning of the Swiss Federal Act on Intermediated Securities (custodian, insurance company subject to prudential supervision, public law corporation, pension fund or company whose treasury is managed professionally), BCV is exempt from providing notice prior to realizing the pledged assets.

The Pledgor agrees to assist BCV and to promptly complete all formalities that may be required for the transfer of the pledged assets. For the purposes of redeeming book-entry securities not in bearer form, this Deed shall serve as an assignment in blank by the Pledgor in favor of BCV, and such an assignment shall be evidence of the creation of a right of pledge within the meaning of Section 901(2) of the Swiss Civil Code

9. If the value of the pledged assets is expressed in a foreign currency, BCV may retain the foreign currency proceeds of the sale as security or convert them into Swiss francs at the exchange rate of the day in Lausanne and deduct that amount from the Debtor's debt if the debt is denominated in Swiss francs.
10. The Pledgor is expressly informed that the exercise of BCV's rights as stipulated in Sections 7 to 9 of this Deed, in conjunction with an unfavorable trend in stock exchange prices or prices obtained in a private sale, may result in the total loss of the pledged assets.
11. It is expressly mentioned here that the Pledgor may at any time terminate its commitment to BCV upon payment of the amount (as may be determined now or hereafter) required to repay the debt for which the pledge was created. If contingent claims are included in such an amount, the part of the pledge necessary to secure such claims shall be retained until the occurrence or the extinction of the contingency. BCV shall subrogate the Pledgor, to the extent of the Pledgor's payment, to BCV's rights in respect of the Debtor.
12. BCV shall not be liable if it refrains from exercising in whole or in part its rights under this Deed.
BCV's rights and powers conferred hereunder shall not cease on the death of the Pledgor and/or the Debtor, or in any of the other cases stipulated in Section 35 of the Swiss Code of Obligations
13. All communications from BCV to the Pledgor and/or the Debtor shall be deemed to have been validly delivered when sent to the last address given to BCV.
14. The entire legal relationship between the Pledgor and/or the Debtor and BCV shall be governed by Swiss law.
The place of performance, exclusive place of jurisdiction for any type of proceedings, and, if the Pledgor and/or the Debtor are not domiciled in Switzerland, the place of proceedings for debt collection or bankruptcy shall be the place of BCV's head office in Lausanne.
Nothing in this section shall affect BCV's right to serve legal process in the Pledgor's and/or the Debtor's place of domicile or residence or to bring any suit before any other court of competent jurisdiction.
15. In all other respects, BCV's General Conditions shall apply. The Pledgor and the Debtor acknowledge having received and read the General Conditions and, by signing this Deed, agree to be bound by them.

Place:

LONDON

Date:

28/03/19

Pledgor

STEMCOR DISTRIBUTION LIMITED

Witnessed by
R. Chapman

Debtor (if different from the Pledgor)

Witnessed by
R. Chapman

This document is a translation of the French text entitled "Acte de gage et cession général"; only the French text is authoritative.

A usage interne exclusivement
N° Opérant / Réf
Visa