

MR01

Particulars of a charge



Companies House

700045/483



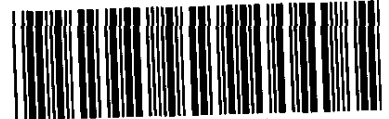
Go online to file this information
www.gov.uk/companieshouse

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 the
instrument. Use form MR08

For further information please



LD3 *L83L1S2W* #118
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

49.

→ 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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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	ROMAN CHAPAEV
Company name	STEMCOR HOLDINGS 2 LIMITED
Address	
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 0049

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 'J' or 'L' shape.

Given at Companies House, Cardiff on 27th April 2019



Companies House



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



Banque Cantonale Vaudoise

Deed of pledge and assignment of goods

1 We,

STEMCOR DISTRIBUTION LIMITED

Longbow House, 14-20 Chiswell House

London, EC1Y 4TW, UK

(hereinafter the "Pledgor")

hereby deliver and pledge to Banque Cantonale Vaudoise (hereinafter "BCV") all goods without exception which are or will be directly or indirectly in BCV's possession, whether deposited with it or anywhere else in its name and/or to its order, but on behalf of the Pledgor,

all goods financed by BCV and stored, or to be stored, in any location whatsoever, all claims or rights of the Pledgor over goods financed by the Bank, plus all rights arising from the documents of title to the such goods (bills of lading, warehouse receipts etc.) as well as from contracts for the purchase, sale, transport or storage of such goods, together with all insurance policies),

to cover all current and future claims that BCV has or may at any time have against

STEMCOR LONDON TRADING LIMITED

Longbow House, 14-20 Chiswell House

London, EC1Y 4TW, UK

(hereinafter the "Debtor") arising in connection with existing or future contracts associated with a business relationship with BCV, including trade finance credit facilities. The Pledgor also confers on BCV the right to deposit the pledged goods in any other place at BCV's convenience.

- 2 The pledge extends to all accessories of the pledged goods. In case of exchange, renewal, etc the pledge shall incorporate all goods replacing those originally pledged.
3. The Pledgor assigns to BCV as collateral all claims resulting from any sale of goods financed by BCV, as well as any claims deriving directly or indirectly therefrom
4. The security interest applies to all BCV's claims in principal, accrued or accruing interest, commissions, reserves and fees for safe keeping, transport, customs, pledge realization, procedures, etc. If there is more than one claim, BCV has the right to determine the claims to which the security interest or the proceeds of pledge realization are allocated. The pledge shall remain in effect without the need for any further formalities until all secured claims hereunder are repaid in full.

The Pledgor undertakes to take all steps necessary for the protection of all rights attaching to the pledged goods that are subject to this pledge from time to time, in particular by taking out appropriate insurance cover. The Pledgor hereby assigns to the Bank, all rights arising out of such insurance policies, and authorises the Bank to serve on the insurers any and all requisite notifications, in particular notice to the insurers of the creation of this pledge. If the Pledgor delays the payment of any insurance premium, the Bank shall be entitled either to effect payment itself, at the expense of the Pledgor, or to request surrender of the policy or its conversion into a fully paid up policy.

With regard to the maintenance of warehoused goods financed by the Bank, the Pledgor undertakes to pay all storage and handling charges on the due dates, and authorises the Bank, without any obligation on the part of the Bank, to pay such charges and debit the account of the Pledgor of any amount due, but unpaid in relation thereto.

- 5 The Pledgor will deliver to BCV all the documents concerning the pledged goods so that BCV can rapidly dispose of the goods or their equivalent value (bill of lading, duplicate of waybill, warrant, insurance policy, etc.) 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.
6. Moreover, the Pledgor shall take all necessary measures to safeguard the rights attached to the pledges and to preserve their value.

BCV may but shall not be obligated to take any measures it deems necessary to perfect, preserve, maintain and realize the pledged goods, at the Pledgor's expense and risk, and without notice or other formalities. BCV is not responsible for damage resulting from a decrease in value or a loss of the pledged goods, except in case of gross negligence by BCV

CERTIFIED TRUE COPY

except for redactions permitted by law

[Signature] R CHAPREV

DATE: 05/04/15

7. BCV may require the Debtor to deliver further pledges or to repay a given amount if the value of the pledged goods should decline or if, in the opinion of BCV, such decline is imminent, or if for any other reason BCV should deem the pledges to be insufficient.

If, notwithstanding a demand for payment sent by registered letter or, in the event of emergency, by telex, fax, telegram or e-mail, the Debtor does not carry out the Debtor's obligation, BCV has the right to realize all or part of the pledge, even if the claim has not yet matured.

BCV shall have this same right if the Debtor is late in the payment of all or part of the debt or is in default on any other obligation. In case of heightened risk (e.g., sharp drop in prices), BCV is entitled to realize all or part of the pledged goods even without notice.

8. When BCV exercises its right to realize the pledge, it may, at its sole discretion, sell the collateral in a private sale or in a forced sale, notwithstanding the formalities set forth in the Swiss Federal Act on Debt and Bankruptcy Proceedings and its implementing ordinances. However, BCV is also authorized to initiate ordinary legal proceedings against the Debtor without first seeking to realize the pledge. The exercise of this right does not imply a waiver of the pledge.

The Pledgor agrees to assist BCV and to promptly complete all formalities that may be required for the transfer of the pledged collateral.

9. BCV shall not be liable or accountable if it refrains from exercising in whole or in part its rights under this deed. The rights and powers conferred on BCV in this deed are not extinguished as to the Pledgor and/or the Debtor in the cases provided in Article 35 of the Swiss Code of Obligations.

10. All communications from BCV to the Pledgor and/or the Debtor shall be deemed validly delivered when sent to the last address given to BCV.

11. All legal relations between the Pledgor and/or the Debtor and BCV are governed by Swiss law.

The place of performance, exclusive place of jurisdiction for any type of proceedings, and the place of proceedings for debt collection against the Pledgor and/or Debtor if not domiciled or resident in Switzerland, shall be the place of BCV's head office in Lausanne. Nothing in this section shall affect BCV's right to file suit in the Pledgor's and/or the Debtor's place of domicile or residence or before any other court of competent jurisdiction.

12. In all other respects, BCV's Specific Terms and Conditions for Trade Finance and General Conditions shall apply. By signing this deed, the Pledgor and the Debtor acknowledge that they have received a copy of the Specific Terms and Conditions for Trade Finance and General Conditions, have read and understood them and have accepted them.

Place and date.

LONDON 28/03/19

Signatures:

[Redacted signature area]

Pledgor

Debtor (if not identical to the Pledgor)

Witnessed by
R. Chapman

Witnessed by

[Redacted signature area]

[Redacted signature area]