

006064/26

In accordance with
Sections 859A &
859J of the Companies
Act 2006

MR01

Particulars of a charge

Oyez

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

☒ **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



THURSDAY

A07 16/05/2013 #151
COMPANIES HOUSE
"A28IQ7LE"
RCS 04/05/2013 #146
COMPANIES HOUSE
"R27P2KEH"

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 must be scanned and placed on the public record

1 Company details

Company number 0 7 5 8 0 8 2 3

Company name in full Petrosaudi Energy and Trading (UK) Ltd

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 2 6 0 4 2 0 1 3

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 ING Belgium, Brussels, Geneva Branch

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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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The Assignment shall cover Any existing or future receivables, claims and rights that Petrosaudi Energy and Trading (UK) Ltd may have against any third party, and that result from operations in relation to which ING Belgium, Brussels, Geneva Branch will have extended a financial facility in whatever form, for example by means of a fixed term advance, an overdraft on current account, the issuance or confirmation of a letter of credit (whether "Standby" or documentary), the issuance of a guarantee, or any financial instrument issued by ING Belgium, Brussels, Geneva Branch under the responsibility and/or for the account of Petrade Limited (the "Facilities")
In particular
- any and all its receivables, claims and rights resulting from the purchase and/or the sale of goods
1. purchased by Petrosaudi Energy and Trading (UK) Ltd by way of the Facilities,
11. in relation to which ING Belgium, Brussels,
[cont]

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Particulars of a charge

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

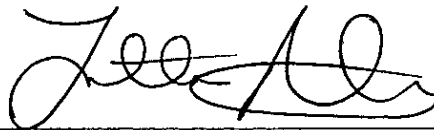
Signature

Please sign the form here

Signature

Signature

×



×

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Jonathan Abrams

Company name

GREGORY ABRAMS DAVIDSON LLP

Address

20-24 Mathew Street

Liverpool

Post town

County/Region

Postcode

L 2 6 R E

Country

DX

- DX 14102 Liverpool

Telephone

0151 236 5000



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 or email 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

MR01 - continuation page

Particulars of a charge



4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Geneva Branch has financed any costs such as, without limitation, insurance, transportation, custody or storage, and/or

111 in relation to which ING Belgium, Brussels, Geneva Branch has financed any hedging transactions, e g initial and/or variation margins for transactions in the options / futures markets or Swaps,

it being specified that the receivables, claims and rights, assigned under the paragraph include, without limitation, Petrosaudi Energy and Trading (UK) Ltd's claims and rights under letters of credit or similar instruments issued to the benefit of Petrosaudi Energy and Trading (UK) Ltd,

- any and all its rights arising under insurance contract covering goods in relation to which ING Belgium, Brussels, Geneva Branch has granted Facilities,
- any and all its claims for damages in relation to goods financed by ING Belgium, Brussels, Geneva Branch as described above, including claims resulting from Letters of Indemnity issued in relation with such goods,
- any and all its receivables, claims and rights arising under bills of exchange "Standby" letters of credit, guarantees or other financial instruments issued in relation to the goods financed by the Facilities



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7580823

Charge code: 0758 0823 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2013 and created by PETROSAUDI ENERGY AND TRADING (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2013.

DX

Given at Companies House, Cardiff on 21st May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

GREGORY ABRAMS DAVIDSON LLP

GREGORY ABRAMS DAVIDSON LLP

PEARL HOUSE

Jonathan Abrams,
Solicitor, 15/5/13

746 FINCHLEY ROAD
LONDON NW11 7TH

ASSIGNMENT

The undersigned, Petros S. Chryssos Trading (UK) Ltd, (hereinafter "the Assignor") as security for the payment of any and all present or future debts (including interests) or liabilities, whatever their legal nature, which the Assignor may have towards ING BELGIUM, BRUSSELS, GENEVA BRANCH (hereinafter "the Bank"), hereby assigns to the Bank any existing or future receivables, claims and rights that the Assignor may have against any third party, and that result from operations in relation to which the Bank will have extended a financial facility in whatever form, for example by means of a fixed term advance, an overdraft on current account, the issuance or confirmation of a letter of credit (whether "Standby" or documentary), the issuance of a guarantee, or any financial instrument issued by the Bank under the responsibility and/or for the account of the Assignor (the "Facilities")

In particular, the Assignor hereby assigns to the Bank

- any and all its receivables, claims and rights resulting from the purchase and/or the sale of goods
 - (i) purchased by the Assignor by way of Facilities, and/or
 - (ii) in relation to which the Bank has financed any costs such as, without limitation, insurance, transportation, custody or storage, and/or
 - (iii) in relation to which the Bank has financed any hedging transactions, e.g. initial and/or variation margins for transactions in the options/futures markets or Swaps,
 it being specified that the receivables, claims and rights assigned under this paragraph include, without limitation, the Assignor's claims and rights under letters of credit or similar instruments issued to the benefit of the Assignor,
- any and all its rights arising under an insurance contract covering goods in relation to which the Bank has granted Facilities,
- any and all its claims for damages in relation to goods financed by the Bank as described above, including, without limitation, claims resulting from Letters of Indemnity issued in relation with such goods
- any and all its receivables, claims and rights arising under bills of exchange, "Standby" letters of credit, guarantees or other financial instruments issued in relation with the goods financed by the Facilities

The above mentioned assignment is subject to the following terms and conditions

1 The assigned receivables, claims and rights are assigned together with any and all preferential and ancillary rights attached thereto, such as pledges, sureties, reservation of title

2 The Assignor hereby agrees to carry out, at the Bank's first request and at the Assignor's own expenses, any act (including the registration of this assignment) and to execute all such documents or instruments that the Bank may consider to be necessary to constitute, perfect, register, maintain or protect the assignment of any and all assigned receivables, claims and rights. The Assignor hereby expressly authorizes the Bank to undertake any such act and to execute any such documents or instruments on its behalf and at its expenses

3 The Assignor hereby undertakes to provide forthwith to the Bank any document evidencing the assigned receivables, claims and rights

4 The simple domiciliation of invoices with the Bank and the remittance of such invoices (a simple copy received by telefax will suffice) shall be deemed a specific assignment to the Bank of the claims incorporated therein

5 By means of the present assignment, the Bank acquires any and all rights the Assignor may have to the assigned receivables, claims and rights. The Bank may in particular, if it deems it necessary, but without bearing any responsibility in connection thereto, request that the payment of the amounts due be accelerated, receive payments in capital and interest, demand and take delivery of goods, grant time extensions, and/or take legal action for the performance of the rights assigned hereunder (in which case any legal costs shall be borne by the Assignor)

6 Notwithstanding the foregoing and the provisions of Art. 41 of the Swiss Federal Law on the Recovery of Debts and Bankruptcy (benefice d'exécution réelle), if applicable, or any other applicable law, the Assignor acknowledges that the Bank is at liberty to institute and pursue the enforcement of any and all its claims against the Assignor pursuant to regular debt enforcement proceedings without having first to realize the assigned receivables, claims and rights

7 Unless otherwise instructed in writing by the Bank, the Assignor shall procure that any receivables assigned to the Bank under this Assignment shall be paid on the account of the Assignor held with the Bank, in particular, without limitation, by including a clear indication to that effect on any invoices or other relevant document

8 The Assignor certifies and warrants that the assigned receivables, claims and rights belong to it, and that they are freely assignable. The Assignor certifies and warrants that the assigned receivables, claims and rights have not been previously assigned, and that they will not be assigned, to any third party. The Assignor further certifies and warrants that the assigned receivables, claims and rights duly exist and are legally valid, that they are fully collectable and that the debtor(s) of such receivables, claims and rights is(are) solvent. The Assignor also certifies and warrants that the debtor(s) of such receivables, claims and rights is(are) not currently in a position to set off any claim it(they) may have against those assigned herein. In the event such debtor(s) turn(s) out in the future to be in such a position, the Assignor undertakes hereby to furnish to the Bank any additional security which the Bank may request to receive. The Assignor shall inform the Bank of any difficulty which may occur in collecting the amounts due

9 The Assignor hereby undertakes to pay over promptly to the Bank any amounts assigned hereunder which it would receive from any debtor, specifying to the Bank the assigned claim to which such payment relates

10 The Assignor hereby acknowledges that the Bank is entitled to notify, at any time the Bank deems appropriate, any debtor or third party of the assignment made herein, to the extent necessary, the Assignor hereby expressly authorises the Bank to proceed to such notifications

11 The present assignment shall be governed by Swiss law. Any dispute arising in connection hereto shall be submitted to the competent courts of the canton of Geneva, the right to appeal to the Tribunal Federal in Lausanne being reserved. The Bank shall nevertheless have the right to submit, in its sole discretion, any such dispute to any other competent court of its choice in Switzerland or abroad, Swiss law being applicable in all cases

The Assignor

Place and date

London 26 April 2013

[Signature]