



Registration of a Charge

Company name: **SOCAR TRADING (UK) LIMITED**

Company number: **09430392**



X7XN5XK3

Received for Electronic Filing: **21/01/2019**

Details of Charge

Date of creation: **07/01/2019**

Charge code: **0943 0392 0033**

Persons entitled: **CA INDOSUEZ (SWITZERLAND) S.A.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARK ASPINALL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9430392

Charge code: 0943 0392 0033

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th January 2019 and created by SOCAR TRADING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2019 .

Given at Companies House, Cardiff on 22nd January 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

GENERAL DEED OF PLEDGE OF GOODS AND ASSIGNMENT OF CLAIMS

1. The undersigned SOCAR TRADING (UK) LIMITED

(hereinafter called "the Pledgor"), hereby declares that he pledges and assigns by way of security to the Bank as collateral for any claims which the Bank has at present or may have in future in respect of capital, interest, commissions, miscellaneous expenses, etc. against :

SOCAR OVERSEAS LLC
hereinafter called "the Debtor"),

and this whatever the origin, foundation or nature of the claims, the following rights and assets :

a) any goods which, for whatever reason, are currently, or will in future be, in the Bank's direct or indirect possession, or of which the Bank may dispose, whether these goods are in warehouses, in the hands of forwarding agents or are being transported, stored or processed at other locations; and all goods which the Bank owns by means of representative documents in the broadest sense of the term (for example: bills of lading, storage certificates etc.);

b) any claims arising from the sale of the pledged goods;

c) all claims arising or to arise from the sale of goods financed by the Bank, at present or in the future, in any manner whatsoever;

d) all claims arising or to arise from instruments lodged, at present or in the future, with the Bank, including without limitation promissory notes issued by or drafts drawn on third parties or any other negotiable instruments, deposited at the Bank, invoices domiciled at its counters, proceeds of letters of credit and guarantees opened at its counters etc.;

e) as well as all claims directly or indirectly connected with the said goods and claims, including any claims for damages against the forwarding agents, carriers, warehouse companies, insurance companies, etc.

2. The Pledgor authorises the Bank to take all measures it may deem necessary to perfect and oppose this pledge/assignment as against third parties and, in particular, to register this deed in accordance with the requirements of the appropriate local law and to notify these assignments to the third-party debtors. He undertakes to perform immediately upon first demand all formalities required in this respect.

For the purposes of this deed, the Pledgor hereby grants a power of attorney to the Bank to endorse in its own favour any negotiable documents in connection with pledged/assigned goods and claims.

3. SPECIFIC CONDITIONS FOR THE PLEDGE OF GOODS

a) The Bank may decide where the goods will be stored. The Pledgor shall take all expedient measures to ensure that they are properly preserved and shall bear alone the expenses and risk of storage and carriage.

He shall, at his own expense, take out insurance cover for the goods against all risks with an insurance company approved by the Bank. He shall remit the insurance documents to the Bank, accompanied by a declaration of assignment to the Bank. In case of default, the Bank shall be entitled but not obligated to insure the goods pledged at the Pledgor's or the Debtor's expense with an insurance company selected by the Bank.

b) The Pledgor undertakes to pay regularly all expenses, including handling charges, storage fees and insurance premiums, relating to the pledged goods. And if demand is made for any such payments, he authorises the Bank to pay them by the debit of his account or that of the Debtor.

c) It is expressly agreed that the Bank shall assume no responsibility whatever for the proper storage of the pledged goods; and the Pledgor undertakes, at his own expense, to take whatever action may be required to prevent any deterioration of the goods and to notify the Bank of the need of such action. Further, he authorises the Bank to take such action itself if necessary and to debit his account or that of the Debtor with the expenses incurred therefor.

4. SPECIFIC CONDITIONS FOR THE ASSIGNMENT OF CLAIMS

a) The Pledgor agrees to inform the Bank rapidly of any sale, transfer or other disposition made of goods financed by it.

b) The Pledgor expressly agrees that the present deed, accompanied either by a statement of the Bank confirming the nature and amount of financing granted by it in any manner whatsoever relating to a particular claim or by the instrument lodged with the Bank representing a particular claim, shall constitute sufficient evidence of assignment of the particular claim which shall, in the absence of manifest error, be conclusive and binding on the Pledgor.

c) The Pledgor agrees to undertake any necessary measures to procure that each and all the assigned claims are directly paid by the third-party debtor to the Bank or as otherwise directed by the Bank.

d) The Pledgor undertakes not to discount nor to pledge in favour of a third party the notes or drafts received in settlement of any assigned claim, but to endorse those to the order of the Bank and remit them to it. He undertakes also to hand over immediately to the Bank any and all monies which may be paid to him directly in settlement of any assigned claim.

e) Finally, the Pledgor acknowledges that the Bank is vested with all rights in the assigned claims and that the Bank is authorised, but in no way obligated, to insist on full payment of the assigned claims at their maturity directly from any debtors.

5. MARGIN CALLS AND REALISATION OF THE PLEDGES

a) If the value of the pledges which are the subject of this deed falls below the usual or agreed margin, or if for other reasons the Bank deems that the collateral is no longer sufficient, it shall be entitled to demand that additional collateral be furnished or that its claims be reimbursed.

b) The Debtor's debts to the Bank are payable immediately when no action is taken, either immediately or within the time limit set for this purpose by the Bank, in response to the summons for additional collateral which the Bank has despatched to the Debtor by registered letter, telex, telefax, telegram or telephone; the same applies when the Bank's summons cannot reach the Debtor for whatever reason, or when the Bank deems at its discretion that it is faced with exceptional circumstances, particularly sudden price fluctuations. In such cases, the Bank is entitled but not obligated to realise on the stock market, by private arrangement or by auction, immediately and even before any due dates or subsequently, the pledges which are the subject of this deed, at its own discretion and without incurring any liability. For this purpose it shall not be obliged to observe any particular formalities, notably those laid down in the Federal Law on Collection Proceedings and Bankruptcy or by the legal provisions applicable in a foreign country at the place of realisation of the pledge. Similarly, it is entitled to give notice of termination of the pledged claims, to recover them and to set them off irrespective of different currencies.

c) The Bank is also authorised to realise the pledges by private arrangement as soon as the claim is due when the Debtor is in arrears with payment of all or part of his debt or with fulfilment of any obligation whatsoever, subject to prior notice fixed by the Bank and which may be reduced to forty-eight hours in an emergency, without observing the formalities laid down in the Federal Law on Collection Proceedings and Bankruptcy or by the legal provisions applicable in a foreign country at the place of realisation of the pledge, and to allocate the proceeds to repayment of its claim, it being understood that the Debtor remains liable for that part of the claims which has not been repaid by these proceeds.

d) If the Bank prefers to institute collection proceedings, it is agreed that the Debtor shall remain liable to the Bank for any deficit whereas any surplus shall be payable to the Pledgor.

e) In the event of any realisation of the pledges, the Pledgor undertakes to cooperate fully with the Bank in order to facilitate the transfer of the goods to the acquirer and the collection of the claims.

6. MISCELLANEOUS

a) The Pledgor hereby warrants that he has not made a general nor a particular pledge/assignment of all his assets covered by this deed to any third party and undertakes that he shall not encumber them to any third party.

b) If the pledges have been furnished as collateral for several claims, the Bank shall decide at its discretion to which claims the pledged/assigned assets or the proceeds of their realisation shall be applied.

c) The Bank shall incur no liability if it does not exercise, or exercises only partially, the rights conferred upon it by virtue of this deed.

d) The Pledgor undertakes to pay to the Bank, immediately and without being summoned, the amount of any pledged bill or any claim which has not been paid at the due date or whose principal debtor or one of whose co-obligors has been the subject of bankruptcy proceedings or any similar proceedings.

e) The signature by or on behalf of the Pledgor and, if applicable, the Debtor at the bottom of this document carries his, respectively their, agreement with the whole of its contents, on all its pages.

f) The present deed shall be furthermore governed by the General Conditions of the Bank and in particular by the clauses relating to the applicable law, place of execution and jurisdiction. The special conditions of the Bank shall be moreover applicable. The Pledgor acknowledges that he is aware thereof and that he is bound by such documents.

Date : 07 JAN. 2019

Identity of Pledgor **Emil Bayrami**
Director

Signature of Pledgor **Mariam Almaszade**
Director

Identity of Debtor **FIRUDIN HASANOV**
(only if Pledgor is a third party) General Manager

Signature of Debtor **MURAT BAIZHUMANOV**
(only if Pledgor is a third party) Chief Financial Officer