

MR01

Particulars of a charge

000122/L23



Companies House



Go online to file this information
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A fee is be 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
register a charge when
instrument. Use form

For further information, please

use



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A11

30/12/2017

#187

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is 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 0 9 6 5 9 8 5 9

Company name in full Stemcor London Trading Limited

For official use

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 1 d 8 m 1 m 2 y 2 y 0 y 1 y 7

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 / Amsterdam Trade Bank N.V.

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.

MR01

Particulars of a charge

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.	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".
Brief description	None.	Please limit the description to the available space.
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 SULLIVAN & WORCESTER UK LLP. X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

**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 Alisa Garibian

Company name Sullivan & Worcester (UK) LLP

Address Tower 42

25 Old Broad Street

London

Post town

County/Region

Postcode

E C 2 N 1 H Q

Country

United Kingdom

DX

Telephone

02074481010

**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: 9659859

Charge code: 0965 9859 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2017 and created by STEMCOR LONDON TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2017.

P

Given at Companies House, Cardiff on 5th January 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Account Pledge

Certified as a true copy of the original	
SULLIVAN & WORCESTER UK LLP	
Sullivan & Worcester UK LLP Tower 42 • 25 Old Broad Street London • EC2N 1HQ	Date: 29/12/2017

This deed of pledge over rights to bank account(s) (the **Deed**) is made on 18 December 2017.

THE UNDERSIGNED:

1. **Stemcor London Trading Limited**, a limited liability company incorporated under the laws of the United Kingdom registered in the Companies House Registrar company number 09659859 and registered office at Longbow House, 14-20 Chiswell Street, EC1Y, London, England (the **Pledgor**); and
2. **Amsterdam Trade Bank N.V.**, a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands with registration number 33260432 and registered office at Herengracht 469 - 475, 1017 BS Amsterdam, The Netherlands (the **Bank**, **ATB** or the **Pledgee**).

WHEREAS:

- (A) The Pledgor, as borrower, and the Bank, as lender, have entered into a facility letter dated on or about the date of this Deed, as such facility letter may be amended, novated, supplemented, extended, restated, varied or replaced from time to time (the **Facility Letter**); and
- (B) It is a condition precedent pursuant to the Facility Letter, that the Pledgor shall provide security to the Bank for the prompt and complete payment of all indebtedness or liabilities, of whatever kind, nature and description, now existing or hereafter arising, due or to become due, owed jointly, severally or in any other capacity whatsoever, by the Pledgor to the Bank, whether direct or indirect, absolute or contingent, arising out of or relating to the Facility Letter, this Deed or any other agreement, document or instrument between or among the Pledgor and the Bank (the **Secured Obligations**).

HAVE AGREED AS FOLLOWS:

Article 1.

As security for the fulfilment of the Secured Obligations, the Pledgor hereby agrees to grant, grants and - to the extent that such is necessary - grants in advance in favour of the Bank a disclosed first priority right of pledge (*openbaar pandrecht eerste in rang*) over all of its present and future rights against the Bank in respect of all credit balances on all its present and future account(s) of the Pledgor with the Bank, including but not limited to:

- a) the (sub)accounts with root number **9001-803191** (followed by any suffixes as applicable);
 - b) any other (sub)account(s) into which proceeds of sale and payments made under or in connection with assets being financed or to be financed by the Bank are to be paid; and
 - c) any other (sub)account of the Pledgor with the Bank,
- together with the interest accruing on such balances from time to time (the **Rights**).

The Bank hereby declares to accept the pledge set forth herein, and declares, in its capacity as debtor of the pledged rights, to have been notified thereof.

Article 2.

To the extent required, each crediting of the abovementioned account(s) shall be deemed to constitute a new pledge of rights by way of security as set out in Article 1 as well as notification to the Bank in its capacity as debtor.

Bank

Borrower



Article 3.

The Pledgor hereby represents, warrants and covenants to the Bank:

- a) that it is and will be entitled to pledge the Rights, as envisaged hereby;
- b) that the Rights are neither encumbered with limited rights (*zijn niet bezwaard met beperkte rechten*) nor will they be so encumbered other than in favour of the Bank, nor encumbered in any other way and that no attachment thereon exists or will exist;
- c) that the Rights have not been and will not be transferred in advance other than in favour of the Bank; and
- d) that it shall, at its own expense, perform registration of this pledge in accordance with the requirements of any applicable law, in favour of, and for the benefit of the Bank, and do all acts and things as the Bank may deem necessary to create and perfect the rights of pledge intended to be created hereunder and to exercise its rights under this Deed (including the enforcement of its right of pledge).

Article 4.

The proceeds of the Rights pledged to the Bank shall be credited against the amounts owing to the Bank in respect of the Secured Obligations, in such manner as the Bank shall deem fit.

Article 5.

The Pledgor has no authority to (i) pledge, encumber or transfer the Rights in favour of a third party or (ii) assign or transfer any of its rights or obligations under this Deed without the prior written consent of the Bank.

The Bank is entitled to assign and/or transfer together with the Secured Obligations all or part of its rights and obligations under this Deed to any assignee and/or transferee permitted under the laws of the Netherlands, and the Pledgor hereby gives its irrevocable consent to such assignment and/or transfer in advance (*geeft onherroepelijk toestemming bij voorbaat*), or, if applicable, irrevocably cooperates in advance, within the meaning of Article 6:159 of the Dutch Civil Code, with an assumption of contract (*contractsoverneming*) by the Bank to any such assignee and/or transferee. The Bank is entitled to impart any information concerning the Pledgor to any successor or proposed successor as far as necessary for such assignment and/or transfer.

Article 6.

The Pledgor agrees to notify the Bank immediately and at any time of everything which could be material to the Bank with a view to the preservation and exercise of the Bank's rights pursuant to this Deed, such as the filing of petition for the Pledgor's bankruptcy, the filing of a moratorium of payment by the Pledgor, attachment or garnishment of the pledged rights, the termination of the Pledgor's commercial activities or dissolution which is not frivolous or vexatious.

Article 7.

As to the amount of the Secured Obligations, the Pledgor shall conform to and be satisfied with the books of the Bank, without prejudice to the Pledgor's rights to re-claim such amounts as the Pledgor may prove that the Bank has received in excess of that to which it is entitled.

Bank

Borrower



Article 14.

Terms defined in the Facility Letter and/or the Bank's Transactional Lending Terms and Conditions have the same meaning when used in this Deed. The Pledgor and the Bank designate this Deed as a Finance Document and a Security Document.

Article 15.

This Deed, the security interest created under this Deed and any non-contractual obligations arising out of or in connection with it, is governed by and construed in accordance with Dutch law. All disputes arising in connection with this Deed or further contracts resulting from it, shall be submitted to the competent court in Amsterdam, The Netherlands.

SIGNED as a deed for and on behalf of the Pledgor:

Stemcor London Trading Limited

Name: **A. J. CHECKETTS**

Position: **DIRECTOR**

In the presence of Anna Keshif
as witness 47 Kings Road
London SW14 8PF

SIGNED for and on behalf of the Bank:

Amsterdam Trade Bank N.V.

Name: **Sergei Mikhailov**

Position:

Name:

Position:

Name: **P.J. Ullmann**
Director

Position:

Bank

Borrower

Amsterdam Trade Bank N.V.
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Amsterdam, The Netherlands
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