

MR01

Particulars of a charge

006064/26

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 there
instrument Use form MR08

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

THURSDAY
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A07 16/05/2013 #152
COMPANIES HOUSE

R27P2KET
RCS 04/05/2013 #147
COMPANIES HOUSE

1 Company details

Company number 07580823

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 26/04/2013

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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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 Pledge shall cover
(a) All securities, valuables, claims, documents relating to claims or participations, monies, amounts outstanding in any currency, and all other assets including all due and future rights deriving from them (interest dividends, warrants, stock dividends etc) which are or will be held either entirely or in part under whatever designation by ING Belgium, Brussels, Geneva Branch or elsewhere in the name of ING Belgium, Brussels, Geneva Branch for account of Petrosaudi Energy and Trading (UK) Ltd, and
(b) all goods at present or in the future directly or indirectly for any reason in the possession or at the disposal of ING Belgium, Brussels, Geneva Branch, either in warehouses, with forwarders, in transport or otherwise in deposit or processing, this also to the extent that possession devolves upon ING Belgium, Brussels, Geneva Branch through documents of any kind (such of bills of lading, storage warrants, etc.)

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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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

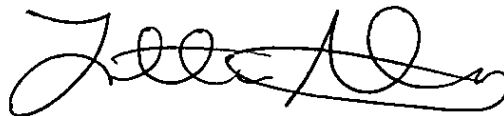
Signature

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7580823

Charge code: 0758 0823 0002

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.

A handwritten signature, possibly 'DX', in black ink.

Given at Companies House, Cardiff on 21st May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ING

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

Nr 1071160

GREGORY ABRAMS DAVIDSON LLP

Jonathan Abrams
Solicitor, 15/5/13

JOY ABRAMS DAVIDSON LLP Account Holder(s)

PEARL HOUSE
746 FINCHLEY ROAD
LONDON NW11 7TH

DEED OF PLEDGE AND ASSIGNMENT

The undersigned (name, address)

Peto Saudi Property Trading (UK) Ltd, 1 Curzon St, London
W1J 5HD

(hereinafter "the Pledgor")

hereby grants ING Belgium, Brussels, GENEVA BRANCH (hereinafter "the Bank") the following pledge covering all claims and rights of the Bank against

(name, address) Peto Saudi Property Trading (UK) Ltd, 1 Curzon St
London W1J 5HD

(hereinafter "the Debtor")

- 1 The pledge shall constitute a security for all present and future claims and rights of any kind (including conditional and pending claims, such as rights of recourse) of the Bank with respect to capital, interest, commissions, fees, recovery costs, charges (such as storage, transport, customs duties, insurance fees, etc), rentals, including enforcement and court fees, which it is entitled to receive from the Debtor for whatever reason or resulting from whatever business relations (current accounts, exchange dealings, trade of goods, etc) The pledge shall continue, even if the Debtor's liabilities were to have been temporarily extinguished in full or in part
- 2 The pledge shall cover
 - a) all securities, valuables, claims, documents relating to claims or participations, monies, amounts outstanding in any currency, and all other assets including all due and future rights and proceeds deriving from them (interest, dividends, warrants, stock dividends, etc) which are or will be held either entirely or in part under whatever designation by the Bank or elsewhere in the name of the Bank for account of the Pledgor,
 - b) all goods at present or in the future directly or indirectly for any reason in the possession or at the disposal of the Bank either in warehouses, with forwarders, in transport or otherwise in deposit or processing, this also to the extent that possession devolves upon the Bank through documents of any kind (such as bills of lading, storage warrants, etc)
- 3 In the event that pledges are exchanged, the replacing pledges shall without any further formality whatsoever serve in substitution of the former pledges The pledge always covers the entirety of the property pledged even if its value were subsequently to be increased by further payment or for any reason whatsoever
- 4 The Pledgor undertakes, upon first demand by the Bank, to cooperate in the transfer of property pledged to a new acquirer without delay and to execute any declaration, endorsements or assignments which may be necessary for the exercise of the Pledge Securities, which in order to be pledged require an assignment, and the claims resulting from saving or deposit books, shall be deemed to have been assigned hereby to the Bank pursuant to Art 901, Section 2, of the Swiss Civil Code
- 5 The Bank may at all times take into its own custody pledged property which is in the hands of third parties The Bank is further entitled, but not obliged, to represent the Pledgor in respect of the pledged property and to exercise voting or other membership rights, if any
- 6 It shall be the duty exclusively of the Pledgor to supervise the drawings, calls, conversions, and amortizations of the securities pledged and to take the measures necessary for safeguarding the rights arising from the property pledged However, the Bank shall also be entitled to take any action it deems desirable for the preservation of the pledges, such as additional payments on securities not fully paid up, the exercise of warrants, etc, without incurring any liability, and to charge all expenses to the Debtor

The Bank is further authorized to accept payments in full or in part, to cash and credit the Debtor with coupons and to exercise all rights vested in the owner of the pledged property, without, however, having an obligation to do so, and without incurring any responsibility If the pledged property is insured, the claims against the insurance company are hereby assigned to the Bank

- 7 if the value of the pledges was to drop below the customary or stipulated margin, or if for other reasons the Bank does no longer regard the margin as being adequate, the Bank shall be entitled to demand additional cover or repayment from the Debtor. This also applies to forward engagements. In the event that the Debtor fails to comply, upon notice in writing, by telex, cable or telephone from the Bank immediately, or within a time limit set by the Bank, or if notification is not possible for legal or factual reasons, or if in the Bank's opinion extraordinary circumstances arise - such as sudden price fluctuations - the debt shall become due immediately. In such an event the Bank shall be entitled, but not obliged, to sell on the Stock Exchange, by private contract or to sell at auction the goods or assets pledged necessary to cover its claims, without further formality, at its discretion and without liability, and in particular without being required to observe the formalities stipulated by the Federal Act on Debt collection Proceedings and Bankruptcy. The Bank shall also be authorized to call in pledged claims and to offset them without regard as to differences of currency, positions created by short sales may be settled by repurchase in accordance with the above mentioned provisions. The above applies also in the event that the Debtor is in default with the payment of his debt or part thereof or with the performance of any other obligation, or if he suspends payments.
- 8 In the event that the Bank elects to proceed pursuant to official debt collection proceedings, it may, at its discretion, institute proceedings for realization of pledge or ordinary proceedings against the Debtor, and it shall have this choice in respect of both the entirety and part of such property pledged.
- 9 All communications of the Bank - including communications to the Pledgor - shall be considered to have been duly and validly made, if they have been mailed to the address last named to it by the Debtor, subject to agreements to the contrary (such as correspondence to be kept at the Bank).
- 10 Special provisions for the pledging of goods

To the extent that such goods are in transport at the moment of pledging, the Pledgor assigns to the Bank for the purpose of pledging, the documents issued or to be issued in respect of such goods, such as bills of lading, freight bills, insurance policies, warehouse receipts, etc. and all present or future claims against forwarders, insurance companies, etc., directly or indirectly connected therewith.

The Bank may determine where the goods are to be stored. Storage and transport shall be effected at the exclusive cost and risk of the Pledgor who shall also arrange for adequate maintenance. The goods shall be insured by the Pledgor, at his expense, with an insurance company agreeable to the Bank, against all possible risks, and the insurance documents shall be given to the Bank complete with the necessary deeds of assignment. In case of non compliance, the Bank shall be entitled, but not obliged, to have the property pledged insured at the expense of the Pledgor or of the Debtor at the Bank's discretion, with an insurance company to be designated by the Bank.

The Pledgor assigns to the Bank the claims arising from a possible sale of the goods or part thereof as well as all claims directly or indirectly connected with such goods, including all claims for damages, if any, against the forwarders, carriers, storekeepers, insurance companies, etc. The Bank is entitled to notify the third party debtors of such assignments.

11 Applicable Law and Place of Jurisdiction

All legal relations between the Debtor, the Pledgor and the Bank are governed by Swiss law. Place of performance and place of prosecution for Debtors and/or Pledgors domiciled or residing abroad, as well as Place of Jurisdiction for all proceedings, irrespective of the Debtor's or the Pledgor's domicile of residence, shall be Geneva.

The Debtor and/or the Pledgor elect special domicile at the Bank for the performance of all obligations. The Bank, however, has the right to start proceedings against the Debtor or the Pledgor before the competent court of their respective domicile, or before any other competent court. Swiss law shall also be applicable in this case.

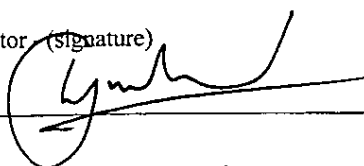
- 12 The Bank's General Conditions shall, subject hereto, remain applicable, in particular the provisions thereof concerning jurisdiction and election of domicile.

The following being a translation of the French original text, in case of a dispute as to the true meaning of any given clause or any given term of the present document, the corresponding clause or term in the French version of the present document shall prevail.

Place and date

London 26 April 2013

The Debtor (signature)



The Pledgor - (signature)

