



Registration of a Charge

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

Company number: **09430392**

Received for Electronic Filing: **02/04/2019**



Details of Charge

Date of creation: **20/03/2019**

Charge code: **0943 0392 0036**

Persons entitled: **UBS SWITZERLAND AG**

Brief description: **THERE IS NO 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**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **NATHALIE BENDER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9430392

Charge code: 0943 0392 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2019 and created by SOCAR TRADING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2019 .

Given at Companies House, Cardiff on 3rd April 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

UBS Switzerland AG
P.O. Box 2600, CH-1211 Geneva 2
N7XK-DLV
Tel. +41 22 375 82 66
www.ubs.com

CTF Security Agreement

1. The undersigned

SOCAR Trading (UK) Limited

2 St James's Market

London SW1Y 4AH

United Kingdom

(the "**Client**") and UBS Switzerland AG, Bahnhofstrasse 45, 8001 Zürich, Switzerland, CHE 412.669.376, acting through its Geneva office at 35, rue des Noirettes, 1227 Carouge (Geneva) ("**UBS**") hereby agree (this "**Agreement**") as follows:

The Client acknowledges and agrees that UBS is, or may in the future be, extending credit to the Client or affiliates of the Client, other than by way of syndicated financings where UBS is a participating lender, in particular by way of financing certain goods acquired, or to be acquired, by the Client in one or several transactions, including transactions governed by a CTF Master Agreement (each a "**Financing**"), as such goods subject to Financing by UBS may be designated in (i) an Annex to a CTF Master Agreement, one or several transaction proposals or similar correspondence between the Client or its affiliates and UBS or (ii) whether or not subject to Financing, one or several Certificates of Pledge in the form of Schedule 1 hereto (individually or collectively, the "**Goods**").

The Client further acknowledges and agrees that its or its affiliates' present or future, actual or contingent, obligations arising in connection with Financings or otherwise secured by Goods (the "**Secured Obligations**"), including without limitation obligations (i) to repay principal, pay interest, commissions, fees, charges, reimburse UBS in respect of letters of credit, guarantees or similar instruments, pay indemnities or any other amount due to UBS, and (ii) arising under clauses 7 and 12 hereof, are to be secured.

2. (**Pledge and Assignment**) To induce UBS to provide Financing and to secure the Secured Obligations, the Client hereby irrevocably and unconditionally

- (a) creates in favor of UBS a first ranking pledge over (i) all Goods, irrespective of whether such Goods are in transit or stored at any location, and (ii) all the Client's rights or claims in relation to such Goods, including those arising from any document of title to, or other written evidence of ownership or control of, such Goods ("**Documents**") (such as bills of lading, warehouse receipts, waybills, warrants etc.) (each a "**Pledge**");
- (b) assigns to UBS all its rights and claims (i) existing or arising under contracts for the purchase, sale, transport, storage, processing, and insurance of, and credit or similar insurance to the extent it relates to, Goods including, without limitation, proceeds of the sale of Goods or any letter of credit, guarantee, letter of indemnity, warranty of title, insurance policy or hedging agreements in relation to such Goods or proceeds thereof or (ii) designated in one or several Certificates of Assignment in the form of Schedule 2 hereto, or (iii) under or in relation to any Document (each an "**Assignment**"); and
- (c) creates in favor of UBS a first ranking pledge over all monies standing to the credit of its accounts held with UBS and all securities

booked therein (the "**Account Pledge**"), unless UBS shall have expressly excluded any such account from such Account Pledge in writing.

The rights, claims and interests for the benefit of UBS under each Pledge, Assignment and Account Pledge are collectively referred to as "**UBS Security Interests**".

3. (**Client Undertakings**) As long as any Secured Obligation is outstanding, the Client shall
- (a) endorse any Document to UBS, if permissible in blank, and assign to UBS pursuant to clause 2(b) all its rights emanating therefrom;
 - (b) deliver the originals of Documents to UBS;
 - (c) unless otherwise instructed by UBS, procure that all sums subject to an Assignment be paid to UBS only, and immediately on receipt by the Client of any sum subject to an Assignment, pay such sum to UBS;
 - (d) arrange for proper (i) transportation by carriers or freight forwarders acceptable to UBS and (ii) storage of Goods with warehouse keepers acceptable to UBS;
 - (e) instruct such carriers, freight forwarders and warehouse keepers to segregate the Goods from goods of other parties and properly mark the existence of a Pledge on such Goods;
 - (f) carry out all actions necessary for the protection of UBS Security Interests and the value thereof, including without limitation insuring the Goods against all risks, including without limitation political risk, loss, theft, misappropriation, mysterious disappearance, strikes, war, riots, civil commotion, damage to Goods during storage and transport, as are typically insured against by a reasonable party active in a business similar to the Client's business, or as set out in any CTF Master Agreement;
 - (g) arrange for UBS being named loss payee under each relevant insurance policy;
 - (h) arrange for timely payment of all amounts due in relation to the transport, import, export, storage, taxation and insurance of the Goods;
 - (i) not (i) assign to any third party any right subject to an Assignment, (ii) create or permit to subsist any lien, charge, pledge, encumbrance or security interest over or in any Goods or assets subject to an Account Pledge for the benefit of any third party other than such interests arising by operation of law only;
 - (j) to the extent legally permissible, discharge any lien, encumbrance or security interest on the Goods (other than a Pledge).

On UBS's request at any time, the Client shall confirm compliance with its obligations pursuant to this clause

3. Unless the Client has complied with its undertakings pursuant to this clause 3, UBS may, but is under no obligation to, procure the performance of such Client's obligations at the Client's cost and risk.

4. (**Notices to Third Party Holders of Goods**) The Client shall (i) notify in writing each carrier, freight forwarder, warehouse keeper and other party in possession or control of Goods of the Pledge over such Goods, (ii) instructs such party to hold such Goods for the benefit of UBS as pledgee hereunder, and (iii) authorizes UBS to notify such party as per sub-clause (i) of this clause 4 and convey the instruction as per sub-clause (ii) of this clause 4 to such party.
5. (**Filings and Registration**) The Client hereby (i) agrees to file this Agreement or register, or notify any competent authority of, UBS Security Interests in any jurisdiction where such filing, registration or notice is required, or at UBS's discretion advisable, to perfect UBS Security Interests if UBS so requests, and (ii) irrevocably authorizes UBS to make such filing or registration or give such notice on its behalf.
6. (**Notices to Third Party Debtors**) The Client hereby (i) agrees to notify each debtor of a right or claim subject to an Assignment of such Assignment if UBS so requests, and (ii) irrevocably authorizes UBS to give such notice on its behalf.
7. (**Margin Protection**) If at any time UBS determines that the aggregate value of assets subject to UBS Security Interests is insufficient to cover the aggregate amount of Secured Obligations, the Client shall promptly on UBS's request (i) discharge Secured Obligations, (ii) create Pledges on further goods pursuant to clause 2 (a) or (iii) furnish further collateral, including by way of further Assignments, acceptable to UBS, or any combination thereof, to re-establish sufficient cover for the remaining Secured Obligations.
8. (**Enforcement of Pledge**) At any time (i) the Client shall have failed to comply with its obligations under clause 7, (ii) any Secured Obligation is due and payable, irrespective of whether at its stated maturity or as a result of

any acceleration, and unpaid, or (iii) any other Event of Default under a CTF Master Agreement (as such term is defined therein) shall have occurred or be continuing, UBS shall also be entitled, at its discretion, to sell the Goods in a public or private sale (x) pursuant to the relevant provisions of the Swiss Federal Debt Enforcement and Bankruptcy Act ("DEBA") or (y) upon notice by UBS to the Client, freely on the open market in which event none of the requirements under DEBA or any similar laws of the jurisdiction where any Goods are located shall apply to such sale.

9. **(Client Representations and Warranties)** The Client represents and warrants to and for the benefit of UBS on a continual basis that

- (a) **(Corporate Existence)** it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has all requisite power and authority to own its assets and to conduct its operations in the manner in which they are currently owned and conducted;
- (b) **(Power and Authority)** it has taken all necessary or advisable corporate action with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby;
- (c) **(Validity and Enforceability)** this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with the terms hereof, except as limited by applicable bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights in general;
- (d) **(No Conflicts)** its entry into this Agreement and the performance of its obligations hereunder (i) do not and will not conflict with any law or regulation applicable to it or its constitutional documents or any agreement or instrument by which it or any of its assets, including those subject to any UBS Security Interest, are bound, (ii) are in its corporate interest within its corporate purpose and (iii) are made against sufficient valuable consideration;
- (e) **(Authorization)** subject to clause 5, no consent, approval, order or authorization of, or registration, declaration of filing with any authority is required for the validity of its entry into, or performance of its obligations under, this Agreement;
- (f) **(No Proceedings)** no litigation, arbitration, administrative, insolvency, bankruptcy or other proceedings are pending or threatened against it or any of its assets which could have a material adverse effect on, or constitute an impediment to the

exercise of, the rights of UBS conveyed hereunder;

- (g) **(No Liens)** none of the Goods is subject to a pledge, lien or similar encumbrance other than (i) pursuant to a Pledge, or (ii) subject to clause 3 (i), in the ordinary course of the Client's trading business; and
- (h) **(Independent Carrier, Freight Forwarder and Warehouse Keeper)** unless otherwise agreed in writing with UBS, no carrier, freight forwarder, warehouse keeper or other party in possession or control of Goods is owned or controlled by, or under common ownership or control with, the Client or any of its affiliates.

If, at any time, any of the representations or warranties made by the Client in this Agreement shall be untrue or inaccurate, the Client shall promptly give written notice to UBS of the relevant facts and circumstances at such time.

- 10. **(Cost Related to Goods)** Costs arising from shipment, storage, processing, import or export, insurance, or taxation of, and any other duties with respect to, Goods are entirely for the Client's or its affiliates' account and UBS bears no liability or responsibility in relation thereto. UBS shall have the right but no obligation to settle any claim in relation to such costs at its discretion, whereupon the Client shall immediately on demand by UBS reimburse any such settlement payment made by UBS.
- 11. **(Further Assurances)** On request by UBS, the Client shall (i) perform all acts and make all declarations as are necessary or advisable to perfect or defend the rights of UBS contemplated hereby, including any UBS Security Interest or right under clause 8, at the Client's cost, and (ii) procure that any of its affiliates cooperate with UBS in the manner described in (i) of this clause 11.
- 12. **(Indemnity)** The Client shall indemnify and hold harmless UBS in respect of any damage, loss, cost or expense incurred by UBS in connection with the establishment of UBS Security Interests and any protection, monitoring, release or exercise thereof, including without limitation any tax, cost of legal proceedings and legal counsel.

13. **(Waiver of Confidentiality)** In connection with the establishment of UBS's rights contemplated hereby and any protection, monitoring, release or exercise thereof, the Client hereby (i) waives any confidentiality and banking secrecy and releases UBS and its affiliates from their respective obligations, (ii) represents and warrants that its relevant affiliates have waived any confidentiality and banking secrecy, and (iii) agrees that (y) data in connection with any Financing or UBS Security Interest may be processed by third parties in Switzerland or abroad, and (z) the standards of data protection under Swiss law may not be adhered to if data is processed outside Switzerland.
14. **(Notices)** Notices hereunder shall be in writing and delivered as per the agreements between the Client and UBS. In any event, UBS will have validly issued notices hereunder if these are sent to the address of the Client most recently notified to UBS.
15. **(Amendments and Waivers)** Any amendment to the terms hereof and any waiver of UBS's rights hereunder or in respect of any UBS Security Interest shall be in writing.
16. **(Other Security, Previous Agreement)** Each UBS Security Interest shall at any time be in addition to, and not in substitution of, and independent from, any security otherwise created in respect of the Client's or its affiliates' indebtedness to UBS or its affiliates. If any UBS Security Interest exists pursuant to a "Pledge of Goods and Assignment" (such as Form 61004), such security shall continue in full force and effect and henceforth be governed by the terms hereof.
17. **(Applicable Law and Place of Jurisdiction)** This Agreement is governed by, and is to be construed in accordance with, Swiss law. The place of performance as well as the place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Geneva. This shall also be the place of debt collection in case the Client is domiciled abroad (cf. article 50, para. 2 of DEBA). UBS shall have the right to initiate legal proceedings before any other court of competent jurisdiction.
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Date: 20/09/2019

Director

Signature(s)

Director

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Signature(s) verified/Signed in my presence

For internal bank use only

OU- Ref .

Schedule 1 to UBS CTF Security Agreement

Certificate of Pledge

This is a Certificate of Pledge pursuant to the CTF Security Agreement made between [• insert name of the client] (the "**Client**") and UBS Switzerland AG ("**UBS**") dated [• insert date] (the "**CTF SA**").

Unless otherwise defined herein, capitalized terms shall have the meaning assigned thereto in the CTF SA, the provisions of which are incorporated herein by reference.

Pursuant to the terms of the CTF SA, as security for the performance and payment of the Secured Obligations, the Client hereby grants to UBS a first ranking pledge over the goods itemized herein (the "**Goods**"). This Certificate of Pledge shall be delivered to UBS.

[ID]	[Description]	[Quantity]	[Ccy / Price]	[party in possession]

The Client hereby notifies each party in possession of the Goods of the security interests granted to UBS in such Goods.

The Client

Signature(s)

The party in possession or control of the Goods hereby acknowledges the security interests of UBS in the Goods, attorns and undertakes for the benefit of UBS that it will (i) hold the Goods on behalf of UBS, (ii) act on the instructions of UBS in relation to the Goods to the exclusion of instructions of the Client or its affiliates, (iii) keep the Goods under its exclusive control, and (iv) not release the Goods to any person without the express prior written consent by UBS to such release.

[party in possession of Goods]

Signature(s)

Schedule 2 to UBS CTF Security Agreement

Certificate of Assignment

This is a Certificate of Assignment pursuant to the CTF Security Agreement made between [• insert name of the client] (the "**Client**") and UBS Switzerland AG ("**UBS**") dated [• insert date] (the "**CTF SA**").

Unless otherwise defined herein, capitalized terms shall have the meaning assigned thereto in the CTF SA, the provisions of which are incorporated herein by reference.

Pursuant to the terms of the CTF SA, as security for the performance and payment of the Secured Obligations, the Client hereby assigns to UBS the rights and claims itemized herein. This Certificate of Assignment shall be delivered to UBS.

[Debtor]	[Description]	[Due Date]	[CCy /Amount]

The Client hereby notifies each debtor named herein of the assignment to UBS of the Client's rights to payment and performance as set out above.

The Client

Signature(s)