



Registration of a Charge

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

Company Number: **09430392**



Received for filing in Electronic Format on the: **20/03/2023**

XBZPRTY2

Details of Charge

Date of creation: **09/03/2023**

Charge code: **0943 0392 0042**

Persons entitled: **CA INDOSUEZ (SWITZERLAND) SA**

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: **TOBY HUNT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9430392

Charge code: 0943 0392 0042

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2023 and created by SOCAR TRADING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2023 .

Given at Companies House, Cardiff on 21st March 2023

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 PLEDGE AGREEMENT AS SECURITY FOR THIRD PARTY COMMITMENTS

1. The undersigned

SOCAR TRADING (UK) LIMITED

(hereinafter called « the Pledgor ») hereby grants in favour of CA Indosuez (Switzerland) SA ("the Bank") a pledge on all of the Pledgor's property, shares, securities (any securities not made out to bearer being hereby assigned by way of pledge to the Bank in accordance with Article 901, sub-section 2 of the Swiss Civil Code) and other assets of whatsoever nature, without exception or reservation, including those not incorporated in any securities, which are now or may in the future be directly or indirectly held by the Bank for the account of the Pledgor, in the Bank's premises or elsewhere, in any form whatsoever, including collectively; and also on

all of the Pledgor's present and future rights and claims against the Bank of whatsoever nature, without exception or reservation, including those arising from any fiduciary operations and from rights in collective deposits, as well as those against any third party in connection with any pledged assets or with any fiduciary operations transacted by the Bank, including those reverting to the Pledgor in respect of any eventual guarantees.

This pledge applies also to any present and future accessories which attach or may attach to any such pledged assets and claims, including interest, dividends, coupons, subscription rights, new share issues, bonuses, distributions, options, etc.

2. The administration of the pledged assets and any necessary measures for the maintenance of their value and for the safeguard of any rights attached thereto (collection of receivables, drawings, terminations, conversions, reimbursements, etc.) are the exclusive responsibility of the Pledgor who shall solely bear any consequences of any omissions or negligence in connection therewith. However, the Bank may, if it deems such appropriate, undertake any such measures itself at the cost and risks of the Pledgor, without any further formalities.

The Pledgor undertakes to invest his funds only in assets acceptable to the Bank. The Bank shall have the right to object to any measures decided by the Pledgor or his eventual attorney(s)-in-fact which the Bank may deem contrary to its own interests. In case of any exchanges of pledged assets, the pledge shall apply fully to all new replacement assets. The pledge shall always apply to the entire pledged assets irrespective of their importance in relation to the obligations guaranteed.

3. The Pledgor undertakes to contract or cause to be contracted all usual insurances covering any directly or indirectly pledged assets, in particular with regards to any assets represented or encumbered by any securities. The pledge applies also to any and all insurance indemnities or other rights, arising from private or public law, including expropriation rights.
4. The pledge shall guarantee all present and future claims of the Bank, irrespective of their legal nature or cause, including all indirect commitments such as acts of intercession in favour of third parties, guarantees of whatever nature, guarantees or endorsements of bills of exchange, promissory notes or cheques, in principal, interest accrued or to accrue, commissions and expenses, including all costs of judicial procedures and pursuits and accessories (hereinafter called « the guaranteed claims »), against

SOCAR TRADING MIDDLE EAST DMCC

(hereinafter called "the Debtor").

5. The Debtor undertakes to maintain at all times assets having a sufficient collateral value to cover the guaranteed claims.

The Bank is entitled to demand further collateral or a reduction of the guaranteed claims if, in its opinion, the collateral margin no longer exists or risks not to exist any longer in the required ratio or if in any other manner the Bank considers the existing collateral to be insufficient. Any such demand shall be addressed in any suitable and reasonable form to the Debtor, with a copy to the Pledgor.

If such demand is not complied with in the stipulated time limit, or failing such during a reasonable period under the circumstances, the Bank shall be entitled if it considers it appropriate even if the claims are not yet due, to liquidate immediately all or part of the pledged assets and eliminate any uncovered futures positions by corresponding purchases or sales. The Bank shall have the same rights in the event that, for any factual or legal reason or under any exceptional circumstances, it proves impossible for the Bank to deliver its demand without delay or the value of the pledged assets should decrease below the usual or agreed margin level.

6. The Bank shall also have the same rights, after having duly notified the Pledgor or in a suitable or reasonable manner, in the event that the Debtor may be in default relating to the payment of his debts or the performance of any obligation or in a situation which, in the Bank's opinion, might jeopardize his solvency.
7. The Bank shall also be entitled to pursue the Debtor personally even before the realisation of any pledged assets, and the Debtor hereby waives expressly any rights of objection.
8. The Bank shall have the right to select the method of realisation of pledged assets whether by private sale (as far as possible on a stock exchange chosen by the Bank), without any formality, legal proceedings or prior notice, or by suitable legal proceedings.

Where pledged assets consist of claims against the Bank, the latter may realise them by set-off, irrespective of currencies, maturities and the nature of such claims.

Where several claims, pledged assets or other collateral (guarantees, etc) exist, the Bank shall have the sole right to decide which claim should be reimbursed or which pledged asset and/or other collateral should first be realised. The Bank is authorised to reduce pledged assets and/or other collateral or to refrain from doing so without the consent of the Pledgor and the Debtor.

The Pledgor undertakes to cooperate fully towards the completion of all formalities necessary for the transfer of pledged assets, it being understood that the present document constitutes assignment or blank endorsement in favour of the Bank of any securities not made out to bearer.

It is understood that the Debtor shall remain indebted to the Bank for any balance not covered by the proceeds of sale of assets and that any eventual surplus after realisation shall revert to the Pledgor.

9. The Bank is hereby empowered, at any time and in any place, directly and under its sole signature, to undertake any suitable measures, notices or declarations for the constitution, conservation, maintenance or realisation of pledged assets and to furnish receipts therefor. The Bank is also entitled at any time to demand that any assets deposited with a third party be placed under its own custody, to demand reimbursement of and collect any claims and securities, and in the case of mortgage title deeds, to exercise all rights belonging to the mortgagee.

Such powers are irrevocable and shall remain in force even in the event of death, incapacity or bankruptcy or, if applicable, dissolution, liquidation or winding up of the Pledgor.

10. The Bank shall be entirely free to choose whether to exercise any rights conferred by the present document and shall have no obligation to exercise any rights. Consequently, the Bank shall not incur any liability for the timing and the exercise or lack of exercise of all or any part of such rights. Further, any delay or omission in exercising all or any part of its rights shall not constitute a waiver by the Bank of any such rights.
11. The present agreement does not involve any novation of any rights of the Bank. The pledges constituted hereby are independent, complementary and jointly binding with all other pledges and/or present and/or future guarantees.
12. The Bank is authorised at all times to communicate to the Pledgor and the Debtor any information relating to the pledged assets and the guaranteed claims, in particular their amount, nature, value, maturity, and the Pledgor and Debtor hereby waive bank secrecy, so far as it would be applicable.
13. All charges, costs, commissions and legal fees connected with the performance of the present agreement, in particular related to the constitution, custody and realisation of pledged assets shall be for the exclusive account of the Pledgor. The Debtor shall be jointly and severally liable for any items of cost related to the realisation of any pledged assets in the event that the proceeds are insufficient.
14. The description of the Pledgor on extracts, statements or advices relating to pledged assets shall not affect in any way the effectiveness of any pledge and shall arise out of mere administrative convenience.
15. The present agreement shall be governed by Swiss law.
16. The place of performance of all obligations, the exclusive jurisdiction for all legal proceedings, as well as the jurisdiction for pursuits (the latter solely for the Pledgor and/or Debtor domiciled abroad), shall be the offices of the entity of the Bank which holds the pledged assets. However, the Bank reserves the right to commence legal proceedings before any other competent court and/or jurisdiction for pursuits.
17. In addition, the General Conditions and other specific conditions of the Bank governing operations dealt with by it shall be applicable.
18. The signature by or on behalf of the Pledgor and the Debtor at the bottom of this document carries his agreement with the whole of its content, on all its pages.

Date : 9 March 2023

SOCAR TRADING (UK) LIMITED

Identity of Pledgor

Signature of Pledgor

Mariam Almaszade
Director

Vincent Mohy
Director

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Identity of Debtor

Signature of Debtor

Christian von Langermann
Managing Director

Mariam Almaszade
Director

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