

MR01

Particulars of a charge



Companies House

700036 | E23



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay'

☒ **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 the charge
instrument. Use form MR02.



A08 24/05/2018 #235
COMPANIES HOUSE

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 will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 09659859

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 2 d 2 m 0 m 5 y 2 y 0 y 1 y 8

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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4	Brief description	
Brief description	<p>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.</p> <p>N/A</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
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  X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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Particulars of a charge



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 Anna Koshy

Company name Stemcor London Trading Limited

Address Longbow House

14-20 Chiswell Street

Post town London

County/Region London

Postcode E C 1 Y 4 T W

Country UK

DX

Telephone 0207 776 9575



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 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2018 and created by STEMCOR LONDON TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2018.

P

Given at Companies House, Cardiff on 31st May 2018



Companies House



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

ASSIGNMENT OF CLAIMS

The undersigned (name / address): sterneor london
Trading Limited 14-20 Chiswell
Street, London EC1Y 4W (the "Client")

and

ING Belgium, Brussels, Geneva branch (the "Bank")

hereby agree (the "Assignment of Claims") as follows:

1. Application

The Assignment of Claims is supplemental to the TCF Conditions and to the General Terms and Conditions of the Bank.

Unless the context requires otherwise, capitalized terms and expressions that are not defined in the Assignment of Claims shall have the same meaning as set forth in the TCF Conditions.

2. Secured Obligations

The Client acknowledges and agrees that all present, future, contingent or potential debts or liabilities which it has or may have in the future towards the Bank in connection with their business relationship, whether or not these debts or liabilities are due for payment, in particular under any Accommodation and/or any Facility Document entered into between the Bank and the Client, including without limitation debts and liabilities for repayment of principal, payment of interest, commissions, fees, recovery costs, incidental costs and expenses of whatever nature (such as storage, transport, customs duties, insurances fees), charges, indemnification in respect of LCs, Guarantees, or other undertakings issued, signed, co-signed or countersigned by the Bank on behalf of the Client (the "Secured Obligations") are to be secured by way of this Assignment of Claims.

3. Continuing security

This Assignment of Claims and the security interest created thereunder shall remain in full force and effect until all Secured Obligations have been fully and finally repaid and discharged, irrespective of any temporary repayment, change of trustee, corporate name or of place of incorporation, transformation, *inter alia* with respect to type of company, merger, succession, composition, bankruptcy or similar proceeding affecting the Client.

4. Assignment

The Client hereby assigns, respectively confirms having assigned, to the Bank (the "Assignment") any present, future, contingent or potential claims and rights that the Client may have against any third party, and that result from or are in connection with any operation totally or partially financed by an Accommodation and/or a Facility, in particular, but not limited to,:

- (a) any and all its rights (including remedies for breach of contract) resulting from the purchase and/or the sale of goods or products:
 - i. purchased or refinanced by the Client by way of an Accommodation and/or a Facility or generally given as collateral by the Client to the Bank; and/or
 - ii. in relation to which the Bank has financed any costs, such as, without limitation, insurance, transport, processing, custody or storage; and/or
 - iii. in relation to which the Bank has financed any hedging transactions, e.g. initial and/or variation margins for transactions in the options/futures/forwards markets or swaps;

(collectively the "Assets")

- (b) any and all its rights (including remedies for breach of contract) resulting from other contracts related to the Assets, such as without limitation transport, processing, custody or storage contracts;
- (c) any and all its claims for damages and/or compensation in relation to the Assets;

(d) any and all its rights, including any proceeds arising under an insurance or hedging contract covering or related to the Assets;

(e) any and all documents issued or to be issued in respect of the Assets, such as bills of lading, warehouse receipts etc. as well as any rights arising thereunder,;

(f) any and all its rights, including proceeds, arising under payment or guarantee instruments or other financial instruments issued in relation with the Assets, including without limitation Guarantees and drafts as well as arising under receivables or instruments guaranteed or discounted by the Bank;

(collectively, the "Assigned Claims"); being specified that the Assigned Claims are assigned together with any and all preferential and ancillary rights attached thereto, such as pledges, sureties, reservation of title.

5. Undertakings

As long as any of the Secured Obligations is not fully and finally discharged, the Client shall, where applicable at its costs:

- (a) not amend or waive any term of an agreement or any other document, creating and evidencing the Assigned Claims without the Bank's prior written consent, if such amendment or waiver may affect adversely the rights of the Bank against the debtors under the Assigned Claims;
- (b) take, or cause to be taken, all necessary or desirable steps to protect the Assigned Claims and all rights attaching thereto;
- (c) not create or maintain, or allow to be created or maintained, any security interest, encumbrance or other preferential right over the Assigned Claims in favour of any third party;
- (d) spontaneously provide the Bank with any information and/or documents in relation with the existence and/or exercise of the Assigned Claims (such as repayment dates, protests, refusals or failures by any debtor of the Assigned Claims to pay, pending or threatened actions, suits or proceedings in connection with the Assigned Claims, facts or events which may adversely affect the Assigned Claims);
- (e) not assign the Assigned Claims to any third party;
- (f) unless otherwise instructed in writing by the Bank, procure that any Assigned Claims shall be paid on the account(s) of the Client held with the Bank, in particular, without limitation, by including a clear indication to that effect on any contracts, invoices or other relevant documents;
- (g) in the event that the Client receives any sum in satisfaction of any Assigned Claims on an account that is not held with the Bank, immediately transfer the same to the Client's account(s) held with the Bank;
- (h) provide forthwith to the Bank any document evidencing or representing the Assigned Claims;
- (i) if so required by the Bank, institute proceedings or take any action against any third party (including without limitation insurance companies) in relation with any Assigned Claims;
- (j) in the event that drafts drawn against any debtor under any Assigned Claims are issued, immediately procure that the same be duly endorsed and delivered to the Bank.

6. Representation and warranties

The Client represents and warrants to and for the benefit of the Bank on a continuing basis that:

- (a) the Client is the sole legal owner of the Assigned Claims and that they are freely assignable;
- (b) the Assigned Claims have not been previously assigned;
- (c) the Assigned Claims duly exist and are legally valid, that they are fully collectable and that the debtor(s) of the Assigned Claims is (are) solvent;

(d) the debtor(s) of such Assigned Claims is (are) not currently in a position to set off any claim it (they) may have against those assigned herein; in the event such debtor(s) turn(s) out in the future to be in such a position, the Client undertakes hereby to furnish to the Bank any additional collateral which the Bank may request to receive.

7. Notification to third party

The Client shall immediately notify any debtor or third party of the Assignment made herein (*inter alia* by including any pertinent language in each of the Client's invoices) and procures that such debtor or third party acknowledges and agrees to such Assignment in writing.

To the extent necessary, in particular if the Client fails to comply with the obligation to notify under this clause, the Client hereby expressly authorizes the Bank to proceed itself to such notification at any time and form the Bank deems appropriate.

8. Cooperation of the Client

The Client hereby agrees to carry out, at the Bank's first request and at the Client's own expenses, any act (including the filing, registration or recording of the Assignment with any authority) and to execute all such documents or instruments that the Bank may consider to be necessary or desirable to constitute, perfect, register, maintain, protect or enforce the Assignment, and to preserve (the value of) or transfer the Assigned Claims. Equally, the Client hereby expressly authorizes the Bank to undertake any such act and to execute any such documents or instruments on the Client's behalf and at the Client's expenses and risks. The Client undertakes to fully co-operate with the Bank to complete any actions and measures done or requested by the Bank in this context.

9. Enforcement

When the Client fails to comply with any Secured Obligations, the Bank shall be entitled, without notice, to foreclose the Assigned Claims in such manner as the Bank shall deem appropriate.

With respect to any of the Assigned Claims, the Bank may, in particular, request that the payments of the amounts due be accelerated, receive payments in capital and interest, demand and take delivery of the Assets, grant time extensions and/or take legal action for the performance of the Assigned Claims (in which cases the costs and risks shall be borne by the Client).

10. Amendments

Any changes to this Assignment of Claims shall be made in writing and agreed to by all parties, including all changes brought to this clause.

11. Other security

Any security created under this Assignment of Claims at any time shall be in addition to and is independent from, any other security (such as pledge, charge, hypothecation, mortgage, lien or any other security interest) currently in force or that may be created in the future in favour of the Bank.

12. Applicable law and jurisdiction

This Assignment of Claims and the security interest created thereunder shall be governed by and construed exclusively in accordance with Swiss law.

The exclusive place of performance of the obligations of the Bank and of the Client shall be Geneva. Any dispute between the parties shall be decided exclusively by the competent courts in Geneva, subject to review by the Swiss Federal Tribunal. The Bank may also start legal proceedings against the Client in any other court having jurisdiction within or outside of Switzerland, in which case Swiss law shall remain solely applicable.

Executed for and on behalf of the Client by:



Name: Andrew Checketts

Title: Chief Financial Officer

Date: 22 May 2018

Name:

Title: