

MR01

Particulars of a charge

684843|23



Companies House



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

A fee is 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 form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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
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.**

THURSDAY



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RCS

01/06/2017

#5

COMPANIES HOUSE

1 Company details

Company number 00436135
Company name in full PPG Architectural Coatings UK Limited

0014 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 17/05/2017

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 PPG Industries (UK) Pension Trustee Limited

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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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".

Please limit the description to the available space.

Brief description

5

Other charge or fixed security

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.

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement¹

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

X *Gawling Weller (UK) LLP* X

This form must be signed by a person with an interest in the charge.

MR01

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
Zack Gothelf

Company name
Gowling WLG (UK) LLP

Address
4 More London Riverside

Post town
London

County/Region

Postcode
S E 1 2 A U

Country
England

DX
132076 London Bridge 4

Telephone



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: 436135

Charge code: 0043 6135 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2017 and created by PPG ARCHITECTURAL COATINGS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2017.

DP

Given at Companies House, Cardiff on 14th June 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Dated 17 MAY 2017

PPG ARCHITECTURAL COATINGS UK LIMITED (1)

AND

PPG INDUSTRIES (UK) PENSION TRUSTEE LIMITED (2)

SUPPLEMENTAL DEED

We hereby certify that this is a true copy of the original document, which was executed in identical counterparts, and of each of the original signature pages.

GOWLING WLG (UK) LLP
Gowling WLG (UK) LLP

Dated 17/5/17

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THIS DEED is made on

17 MAY

2017

BETWEEN:

- (1) **PPG ARCHITECTURAL COATINGS UK LIMITED** (company number 00436135) whose registered office is at Huddersfield Road, Birstall, Batley, West Yorkshire, WF17 9XA (the "Chargor"); and
- (2) **PPG INDUSTRIES (UK) PENSION TRUSTEE LIMITED** (company number 03291881) whose registered office is at PO BOX 162, Needham Road, Stowmarket, Suffolk, IP14 2ZR (the "Chargee").

BACKGROUND

- (A) The parties entered into an account charge dated 8 December 2016 (the "Charge") pursuant to which the Chargor charged in favour of the Chargee by way of first fixed charge an Account (as defined in the Charge), the full credit balance thereon and all rights and benefits accruing to or arising in connection therewith.
- (B) The Charge contemplates that the Account which is charged in favour of the Chargee pursuant to the Charge may be substituted with any other account.
- (C) The parties wish to substitute the Account and have agreed that the Charge shall be supplemented in accordance with this Deed in order to clarify certain provisions of the Charge.

IT IS AGREED that:

1 INTERPRETATIONS

Unless the context otherwise requires, definitions in the Charge shall apply to this Deed.

2 AMENDMENT TO THE CHARGE

- 2.1 The parties hereby acknowledge and agree that the Charge shall be amended by adding the following words to the end of the definition of "Account Bank" in clause 1.1 of the Charge:

"and/or BNP Paribas and, for the avoidance of doubt, shall include any other bank or financial institution at which any substitute Account (being an Account which is substituted for another Account) is held".

3 APPLICATION OF THE CHARGE

- 3.1 The parties hereby acknowledge and agree that the Account with number [REDACTED] and sort code [REDACTED] opened with The Royal Bank of Scotland plc ("Old Account") shall be substituted with the interest bearing account opened with BNP Paribas ("New Account Bank") with number [REDACTED] and sort code [REDACTED] by and in the name of the Chargor or such other account with any bank which the parties hereto may from time to time agree in writing (the "New Account") such that:

- (a) for the avoidance of doubt, the parties hereby acknowledge and agree that the definition of "Account" in clause 1.1 of the Charge shall include the New Account (and any sub-account, any redesignation of that account and any account substituted therefore) and includes all sums for the time being held therein pursuant to the Charge; and

- (b) with effect from the date of this Deed, the Chargee hereby irrevocably and unconditionally releases the Old Account from the fixed charge created pursuant to clause 3.2 of the Charge.

- 3.2 The remaining provisions of the Charge shall remain in full force and effect.

4 MANDATE LETTER

- 4.1 The Chargor and the Chargee will on the date of this Deed deliver a Mandate Letter substantially in the form attached in the appendix to the Charge to the New Account Bank and the Chargor shall use reasonable endeavours to procure that the Chargee shall receive an acknowledgement thereof in the form set out in the appendix to the Charge.
- 4.2 In the event that the Account is redesignated or substituted with another Account at any time, the Chargor and the Chargee will on the date of that redesignation or substitution deliver a Mandate Letter substantially in the form attached in the appendix to the Charge to the relevant Account Bank and the Chargor shall use reasonable endeavours to procure that the Chargee shall receive an acknowledgement thereof in the form set out in the appendix to the Charge.

5 REPRESENTATIONS AND COVENANTS

The Chargor makes the representations and warranties set out in clause 8 of the Charge on the date of this Deed.

6 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

7 INCORPORATION OF CERTAIN PROVISIONS OF THE CHARGE

- 7.1 The parties agree that clauses 6.4 (*Miscellaneous*), 11 (*Severance*), 14 (*Notices*) and 15 (*Law*) shall apply to this Deed as if incorporated herein except that any references to "this Charge" shall be references to this Deed.
- 7.2 This Deed shall now on be read as one with the Charge so that all references in the Charge to "this Charge" and similar expressions shall include references to this Deed.

8 JURISDICTION

- 8.1 The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed or the Charge (including a dispute regarding the existence, validity or termination of this Deed or the Charge or the consequences of its nullity).
- 8.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

IN WITNESS whereof this Deed has been executed by the parties as a Deed and is delivered on the date first specified above.

EXECUTED as a DEED by PPG
ARCHITECTURAL COATINGS UK LIMITED

[Redacted Signature]

NAME PAUL DOWIE

in the presence of:

Signature of witness

[Redacted Signature]

Name (in BLOCK CAPITALS)

LYNDA DAVIES

Address

9 PARK CLOSE, MELBOURNE
YORK, YO42 4QK

EXECUTED as a DEED by
PPG INDUSTRIES (UK) PENSION
TRUSTEE LIMITED acting by a Director
and its Secretary (or two Directors)

Director

Name

Director/Secretary

Name

Dated 17 MAY 2017

PPG ARCHITECTURAL COATINGS UK LIMITED (1)

AND

PPG INDUSTRIES (UK) PENSION TRUSTEE LIMITED (2)

SUPPLEMENTAL DEED

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IN WITNESS whereof this Deed has been executed by the parties as a Deed and is delivered on the date first specified above.

**EXECUTED as a DEED by PPG
ARCHITECTURAL COATINGS UK LIMITED)**

.....

in the presence of:

NAME.....

Signature of witness

.....

Name (in BLOCK CAPITALS)

.....

Address

.....

.....

.....

**EXECUTED as a DEED by
PPG INDUSTRIES (UK) PENSION
TRUSTEE LIMITED acting by a Director
and its Secretary (or two Directors)**

Director



Name

John [unclear]

Director/Secretary



Name

ANDREW GUNNING