

SD447/18

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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 the
instrument Use form MR08

For further information, please

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

SATURDAY



A15 *A3395SDD* 08/03/2014 #325
COMPANIES HOUSE



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 4 9 8 5 7 5 9
Company name in full Rothmann & Cie TEP UK I Limited

1 3 5 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 0 7 0 3 2 0 1 4

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 UniCredit Bank AG

Name UniCredit Luxembourg Societe Anonyme

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

MR01

Particulars of a charge

4	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	All the Mortgagor's liabilities to the Lenders of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another), together with all charges and commissions, interest at the rate or rates charged by the applicable Lender from time to time, and expenses of the Lenders on a full indemnity basis in connection with the Policies assigned by the Assignment or the Mortgagor's obligations thereunder or otherwise in connection with the Assignment (the "Mortgagor's Obligations")		
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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MR01

Particulars of a charge

8

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

X



X

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

MRO1

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
Joanne Mercer

Company name
Davis Blank Furniss

Address
90 Deansgate

Post town
Manchester

County/Region

Postcode
M 3 2 Q J

Country

DX
14311, Manchester 1

Telephone
0161 832 3304



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: 4985759

Charge code: 0498 5759 0135

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th March 2014 and created by ROTHMANN & CIE. TEP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2014

DX

Given at Companies House, Cardiff on 11th March 2014



Companies House



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

THIS SUPPLEMENTAL DEED is made the 7th day of March 2014

BETWEEN

ROTHMANN & CIE. TEP UK I LIMITED PARTNERSHIP, a limited partnership established and existing under the Limited Partnerships Act 1907 under number LP009845, whose registered office is at 4th Floor, South Tower, Tubs Hill House, London Road, Sevenoaks, Kent TN13 1BL, acting by its general partner **ROTHMANN & CIE. TEP UK I LIMITED**, a limited liability company registered in England and Wales under number 04985759 and whose registered office is at 4th Floor, South Tower, Tubs Hill House, London Road, Sevenoaks, Kent TN13 1BL (the "Mortgagor"), and

UniCredit Bank AG, a company duly incorporated and existing under the laws of Germany whose address is at 6920 FTSP, 22796 Hamburg, Germany (the "Bank"), acting for itself and as trustee for its subsidiary company **Unicredit Luxembourg Société Anonyme** ("Unicredit Luxembourg")

WHEREBY IT IS AGREED as follows -

1. Principal Deed

1.1 This Supplemental Deed is supplemental to a Deed of Assignment by way of Security of Policies dated 29 June 2012 between the parties hereto (the "Principal Deed") Terms and expressions defined in the Principal Deed shall have the same meanings when used in this Supplemental Deed.

1.2 Under the Principal Deed and any Supplements executed after the date of the Principal Deed, the Mortgagor assigned to the Bank certain Policies as more particularly set out in those documents.

1.3 The Mortgagor has acquired the policies of life assurance or endowment which are vested or deemed to be vested in the name of the Mortgagor, being those policies listed in the Schedule to this Supplemental Deed which it wishes to assign to the Bank upon the terms of the Principal Deed as modified by this Supplemental Deed.

2. Assignment

2.1 The Mortgagor, with full title guarantee, assigns the full benefit of the policies listed in the Schedule hereto and all monies including all bonuses and additions payable from time to time under them or under any new policy effected pursuant to Clause 4 of the Principal Deed, to the Bank, to hold to the Bank absolutely, upon and subject to the terms of the Principal Deed (and the policies listed in the Schedule hereto shall be deemed to be Policies) subject only to the proviso for

We certify that this is a true
copy of the original

DAVIS BLANK FURNISH
Solicitors
90 Deansgate
Manchester
M1 2 2 2

Joane Merer
Manager
7/2/14

TEP UK I Deed of Assignment
Document 7.4
Version 4 Final

redemption contained in Clause 3 of the Principal Deed, as a continuing security to the Lenders for the payment or discharge by the Mortgagor, on demand by the Lenders or either of them, of the Mortgagor's Obligations.

- 2.1 Save as expressly provided in this Supplemental Deed, the provisions of the Principal Deed shall remain in full force and effect and shall be deemed to be incorporated into this Supplemental Deed and shall apply to the policies listed in the Schedule hereto as if they had been originally listed in the Principal Deed.

3. **Governing Law**

- 3.1 This Supplemental Deed shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Deed has been duly executed on the date first above mentioned.

SIGNED AND DELIVERED)
as a Deed by the Mortgagor acting)
by its general partner Rothmann)
& Cie. TEP UK I Limited)
acting by David Brown,)
a director, in the presence of)



Witness signature:




Witness name (print)

MATT MORLEY

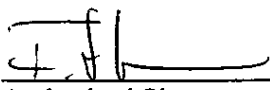
Witness address:

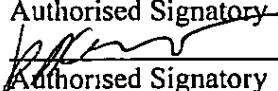
31 MERRION CLOSE, TW4 9JJ

We certify that this is a true
copy of the original
DAVIS BLANK FURNISS
Solicitors
90 Deansgate
Manchester
M3 2PL


David Brown
7/3/14

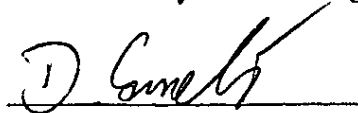
SIGNED AND DELIVERED)
as a Deed by UniCredit Bank AG)
in the presence of)

 Scheunemann

Authorised Signatory
 Van der Post

Authorised Signatory

Witness signature:



Witness name (print):

Cornelius

Witness address:

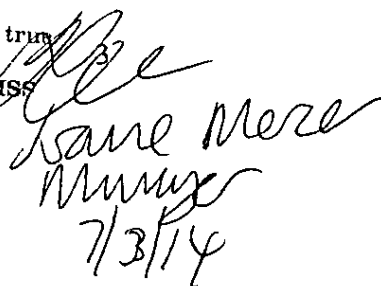
UniCredit Bank AG
6920FTSP
Neuer Wall 64
20354 Hamburg

Schedule to the Supplement

The Policies

<u>Insurance Company</u>	<u>Policy Number</u>	<u>Life Assured</u>
General Accident (Aviva)	2575867LY	Benson
General Accident (Aviva)	2964551LB	Hannam
General Accident (Aviva)	7164450LT	Stylianopoulos
Sun Life of Canada	LA8868964V	Thomas
Scottish Widows	5290992	Dorman
Norwich Union (Aviva)	ADB12392237A	Kenny
Commercial Union (Aviva)	A12265515	Bryan
Scottish Widows	5255129	MacKriell
Friends Provident	10416520	Lovelock
General Accident (Aviva)	2988003LG	Modley
Prudential Assurance	17543028	Hare
General Accident (Aviva)	2732158LW	Rigby
Commercial Union (Aviva)	A12303039	Wallace
General Accident (Aviva)	2890490LX	Raine
Sun Life of Canada	LA8762481R	Chalk
Norwich Union (Aviva)	A30003042	Stanford
General Accident (Aviva)	7130105LH	Purdue
Norwich Union (Aviva)	A12394108U	Wedderburn
Scottish Widows	5262036	Mylchreest
Sun Life of Canada	LA8895923Q	Hanratty
Prudential Assurance	17824296	Watters

We certify that this is a true
copy of the original
DAVIS BLANK FURNISS
Solicitors
90 Deansgate
Manchester


Jane Mee
7/3/14

TEP UK I Deed of Assignment
Document 7.4
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