

09/795-13

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 there is
instrument Use form MR08

SATURDAY



A40QFYQ9

A25

07/02/2015

#203

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

1 Company details

Company number 0 4 9 8 5 7 5 9

Company name in full Rothmann & Cie TEP UK I Limited

For official use

141

→ 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 6 0 2 2 0 1 5

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

MR01

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 NR 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 0141

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2015 and created by ROTHMANN & CIE TEP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2015

DX

Given at Companies House, Cardiff on 13th February 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS SUPPLEMENTAL DEED is made the 6th day of February 2015

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 Neuer Wall 64, 20354 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

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TEP UK I Deed of Assignment
Document 7.4
Version 4 Final

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6/29/15*

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

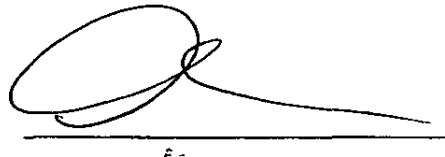
- 2.1 Save as expressly provided in this Supplemental Deed, the provisions of the Principal Deed shall remain in full force and effect and shall be deemed to be incorporated into this Supplemental Deed and shall apply to the policies listed in the Schedule hereto as if they had been originally listed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

3. Governing Law

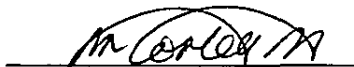
- 3.1 This Supplemental Deed shall be governed by and construed in accordance with English law.

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:



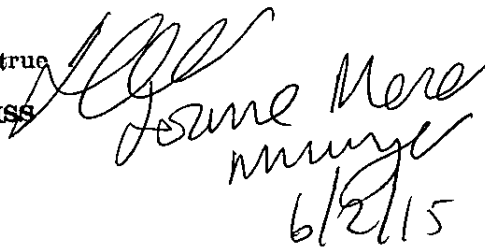
Witness name (print):

Matt Morley

Witness address:

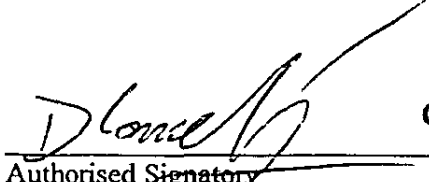
31 HERBION CLOSE, TN4 9JJ

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

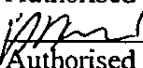


6/2/15

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


Authorised Signatory

Cornelius


Authorised Signatory

van der Post

Witness signature


Herr Heiden

Witness name (print):

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>
Commercial Union (Aviva)	A12283195	Laing
Co-operative Insurance	0386514	Bown
Commercial Union (Aviva)	A16239943	Perry
General Accident (Aviva)	7115288LG	Brown
Friends Provident (Friends Life)	10809217	Bray
Co-operative Insurance	11744968	Bradford
Commercial Union (Aviva)	A12271903C	Iannone
Scottish Widows	8248177/1-10	Groves
Friends Provident (Friends Life)	10573915	Hill
Commercial Union (Aviva)	A76000675	Duggan
Legal & General	008253875	Doyle
General Accident	2710299LJ	Sweet

We certify that this is a true
copy of the original
DAVID PLANK & TURNISS
Solicitors
90 Dunsgate
Manchester
M3 2QJ


Jane Mores
murer
6/2/15