

051132/13

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 no
instrument Use form MP

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

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the c
delivered outside of the 21 days it will be rejected unless it is acco
court order extending the time for delivery



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

SATURDAY



A11 *A3EWHNUB* 23/08/2014 #7
COMPANIES HOUSE

1 Company details

Company number 0 5 6 8 4 4 7 6
Company name in full Rothmann & Cie TEP UK 2 Limited

8 4 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 2 1 0 8 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

☐ 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ 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

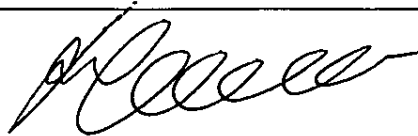
Signature

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 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 5684476

Charge code: 0568 4476 0084

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2014 and created by ROTHMANN & CIE TEP UK 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd August 2014

DX

Given at Companies House, Cardiff on 31st August 2014



Companies House



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

THIS SUPPLEMENTAL DEED is made the 21st day of August 2014

BETWEEN

ROTHMANN & CIE. TEP UK 2 LIMITED PARTNERSHIP, a limited partnership established and existing under the Limited Partnerships Act 1907 under number LP011105, 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 2 LIMITED**, a limited liability company registered in England and Wales under number 05684476 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
BLANK FURNISH
Solicitors
10 Deansgate
Manchester
M3 2QT

1
Lane Mace
21/8/14
Manager

TEP UK 1 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 2 Limited)
acting by David Brown,)
a director, in the presence of.)



Witness signature:




Witness name (print).

MATT MORLEY

Witness address

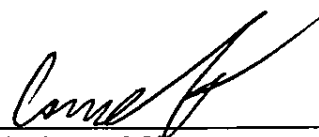
31, TN4 9JJ

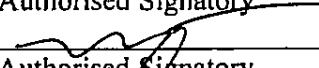
We certify that this is a true
copy of the original
DAVIS BLANK FURNISS
Solicitors
90 Deansgate
Manchester
M3 2QJ


Lane
2
Morer
Manager
21/8/14

TEP UK 1 Deed of Assignment
Document 7.4
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SIGNED AND DELIVERED)
as a Deed by UniCredit Bank AG)
in the presence of)



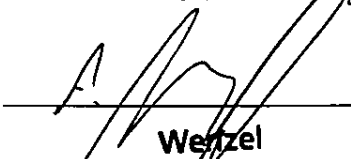
Authorised Signatory **Cornelius**


Authorised Signatory **van der Post**

Witness signature

Witness name (print)

Witness address



Wenzel

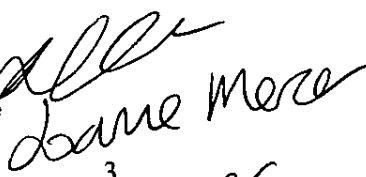
UniCredit Bank AG
69201 TSP
Neuer Wall 64
20354 Hamburg

Schedule to the Supplement

The Policies

<u>Insurance Company</u>	<u>Policy Number</u>	<u>Life Assured</u>
Co-operative Insurance	9934996	Church
Sun Life of Canada	LA8869101Q	Garcia
Co-operative Insurance	9630652	Gough
General Accident (Aviva)	2981281LG	Pragnell
Co-operative Insurance	9543758	Kincla
Scottish Widows	8231548/1-20	Nuzum
General Accident (Aviva)	2691891LB	Rintoul
Scottish Widows	5271268	Thorne
Norwich Union (Aviva)	A11412136A	McGale
Scottish Widows	8254407/1-15	Gregory

We certify that this is a true
copy of the original
DAVIS BLANK FURNISS
Solicitors
90 Deansgate
Manchester
M3 2Q1


3
manager
21/8/16

TEP UK I Deed of Assignment
Document 7.4
Version 4 Final