

051229 / 13

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

MR01

## Particulars of a charge



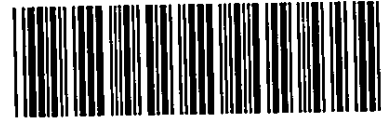
Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the Web  
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 M



A17 \*A3H13RCB\* #262  
23/09/2014  
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 5 6 8 4 4 7 6  
Company name in full Rothmann & Cie TEP UK 2 Limited

85 For official use

→ Filing 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 1 8 0 9 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

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### 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

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**Trustee statement <sup>1</sup>**

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

☐

<sup>1</sup> 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5684476

Charge code: 0568 4476 0085

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 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 September 2014.

Given at Companies House, Cardiff on 26th September 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS SUPPLEMENTAL DEED is made the 18<sup>th</sup> day of September 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 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 original

**DAVIS BLANK FURNISS**

Solicitors  
90 Deansgate  
Manchester  
M3 2QL

1  
*[Signature]*  
Lane Mera  
Mayer  
18/9/14

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.



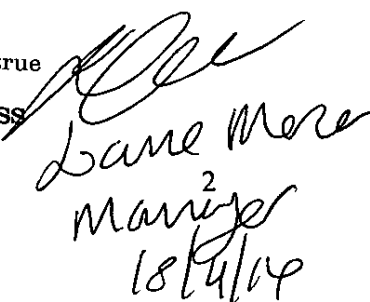
Witness name (print)

MATT MORLEY

Witness address

31 MERRION CLOSE, TR4 9JJ


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



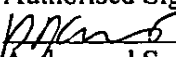
Lane More  
Manager  
18/4/14

TEP UK 1 Deed of Assignment  
Document 7 4  
Version 4 Final

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

6920FTSP

Neuer Wall 64

20354 Hamburg

### Schedule to the Supplement

#### The Policies

<u>Insurance Company</u>	<u>Policy Number</u>	<u>Life Assured</u>
Legal & General	008003082	Barker
Royal London Insurance	69/2322390C	Holland
General Accident (Aviva)	2876331LY	Howells
Prudential Assurance	18360040	Watson
General Accident (Aviva)	2876687LZ	Eaton
General Accident (Aviva)	7182438LX	McMahon
General Accident (Aviva)	2922087LG	Lawrence
Commercial Union (Aviva)	A12300203L	Cassettari
General Accident (Aviva)	2831818LD	Graham
Commercial Union (Aviva)	A30017611	Abbott
General Accident (Aviva)	2744326LL	Rogers
Clerical Medical	B942485	McEntee
General Accident (Aviva)	2927085LU	Riaz
Legal & General	008281941	Carola
General Accident (Aviva)	2919817LM	Hardie
General Accident (Aviva)	7115957LM	Brooks
Commercial Union (Aviva)	A11386001	Cope
General Accident (Aviva)	2822326LH	Paterson

We certify that this is a true  
copy of the original

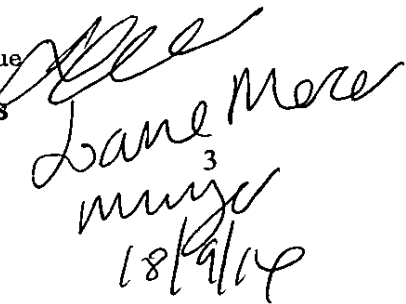
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Solicitors

90 Deansgate

Manchester

M3 2QJ

  
3  
18/9/14  
TEP UK 1 Deed of Assignment  
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