

053349/13

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**  
Please go to www.companieshouse.gov.uk

WEDNESDAY



\*A52DJ77K\*  
A14 09/03/2016 #225  
COMPANIES HOUSE

**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 charge is evidenced by an instrument. Use form MR02.

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

59111 For official use

Company number 06288650

Company name in full Rothmann & Cie TEP UK 3 Limited ✓

→ **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 03/03/2016 ✓

### 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

**MRO1**  
Particulars of a charge

<b>4</b>	<b>Description</b>	
	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	<b>Continuation page</b> 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") 	
<b>5</b>	<b>Fixed charge or fixed security</b>	
	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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> 	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b> 	
<b>7</b>	<b>Negative Pledge</b>	
	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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> 	

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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

① This statement may be filed after the registration of the charge (use form MR06)

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**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)

DX



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6288650

Charge code: 0628 8650 0059

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2016 and created by ROTHMANN & CIE TEP UK 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2016.

Given at Companies House, Cardiff on 15th March 2016



**Companies House**



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

THIS SUPPLEMENTAL DEED is made the 3<sup>rd</sup> day of March 2016

BETWEEN

**ROTHMANN & CIE. TEP UK 3 LIMITED PARTNERSHIP**, a limited partnership established and existing under the Limited Partnerships Act 1907 under number LP012267, whose registered office is at Gallium House, 2, Station Court, Borough Green, Kent TN15 8AD, acting by its general partner **ROTHMANN & CIE. TEP UK 3 LIMITED**, a limited liability company registered in England and Wales under number 06288650 and whose registered office is at Gallium House, 2, Station Court, Borough Green, Kent TN15 8AD (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 2QJ

1  
*[Signature]*  
Jane Meece  
manager  
3/3/16

TEP UK | 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 3 Limited )  
acting by David Brown, )  
a director, in the presence of. )



Witness signature



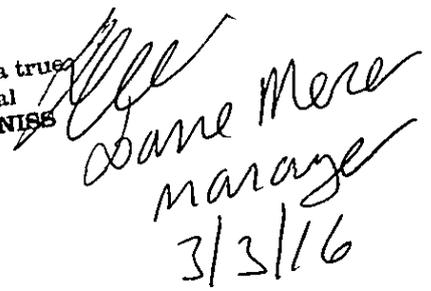
Witness name (print)

MATT MORLEY

Witness address

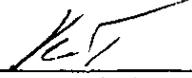
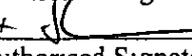
31 MERRIAN CLOSE, TN4 9TJ

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

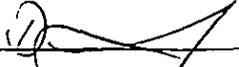


3/3/16

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

 Herr Heiden  
\_\_\_\_\_  
Authorised Signatory  
 Scheunemann  
\_\_\_\_\_  
Authorised Signatory

Witness signature:

  
\_\_\_\_\_

Witness name (print):

Deuschendorf  
\_\_\_\_\_

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)	2961560LZ	Brunt ✓
Norwich Union (Aviva)	A11995677A	Head ✓
Norwich Union (Aviva)	ARL11340524W	Hill ✓
Legal & General	007811733	Knights ✓
Commercial Union (Aviva)	A12289491	Macfarlane ✓
General Accident (Aviva)	2856727LN	Hough ✓
Sun Life of Canada	LA8836398T	Naroo ✓
Norwich Union (Aviva)	ADB12289153J	Knight ✓

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