

MR01

Particulars of a charge



Companies House

054107 | 23



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 MR08

FRIDAY



A28 *A5G4GDIZ* 23/09/2016 #40
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. **Do not send the original**

1 Company details

Company number 0 6 2 8 8 6 5 0

Company name in full Rothmann & Cie TEP UK 3 Limited

6 0 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/ 1 9 0 9 2 0 1 6

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

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Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description	The Mortgagor's liabilities to the Lenders of any kind, in any currency (present, future, actual or contingent, incurred alone or with others), all charges and commissions, interest at the 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")	Please limit the description to the available space
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating 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 company from creating 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	
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 <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
	Please sign the form here	
Signature	<div>Signature</div> <div>X  X</div>	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

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

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6288650

Charge code: 0628 8650 0060

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2016 and created by ROTHMANN & CIE TEP UK 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2016

P

Given at Companies House, Cardiff on 29th September 2016



Companies House



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

THIS SUPPLEMENTAL DEED is made the 19th day of September 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 FURNISH
Solicitors
90 Deansgate
Manchester
M3 2QT

TEP UK 1 Deed of Assignment
Document 7.4
Version 4 Final

James Moore
Manager
22/9/16

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:



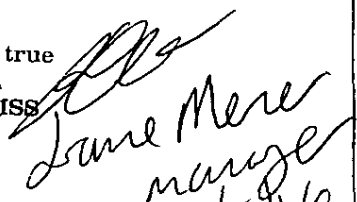
Witness name (print):

MATT MORLEY


Witness address:

31 MERKION CLOSE, TNX 9TJ

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


Jane Mearns
manager
22/6/16

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

 **Cornelius**

Authorised Signatory

Authorised Signatory

Witness signature



Puttkammer

Witness name (print)

Witness address

UniCredit Bank AG

09200130

Holler Wall 64

20351 Hamburg

Schedule to the Supplement

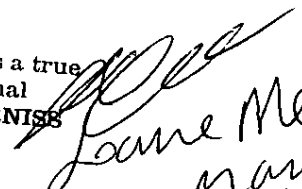
The Policies

<u>Insurance Company</u>	<u>Policy Number</u>	<u>Life Assured</u>
Commercial Union (Aviva)	A30051733	Wykes
General Accident (Aviva)	2985906LN	Wykes
Sun Life of Canada	LA8839219Q	Ciufo
Norwich Union (Aviva)	A11327837K	Lowson
Commercial Union (Aviva)	A16283571	Hudson
Scottish Amicable (Prudential)	131YD046/1-25	Smith
General Accident (Aviva)	7115968LR	Hanchard
Commercial Union (Aviva)	A30085207	Tomlin
General Accident (Aviva)	2947019LG	McPhail
Commercial Union (Aviva)	A16277478	Warnes
General Accident (Aviva)	2914815LY	Williams
Commercial Union (Aviva)	A12291697N	Challenger
Commercial Union (Aviva)	A30064065	Francis

We certify that this is a true
copy of the original

DAVIS BLANK FURNISH

Solicitors
90 Deansgate
Manchester
M3 2QJ


Lane Mene
Manager
22/9/16