

MR01

Particulars of a charge

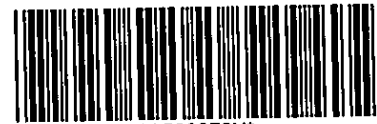
Oyez

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

You can use the WebFiling  
Please go to www.companies

☒ 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  
an instrument. Use form MR08



A24

\*A503379N\*

05/02/2016

#10

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 09031194

Company name in full DTNI LIMITED

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 18/01/2016

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 CONTRAF-NICOTEX TOBACCO GMBH

Name

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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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

Brief description

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"

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

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

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 *Tom Palmer LLP* X

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  
SRH/MT

Company name  
TURNER PARKINSON LLP

Address  
HOLLINS CHAMBERS

64A BRIDGE STREET

Post town  
MANCHESTER

County/Region

Postcode  
M 3 3 B A

Country

DX  
14373

Telephone  
0161 833 1212

### 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. 9031194

Charge code: 0903 1194 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2016 and created by D T N I LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2016.

Dy

Given at Companies House, Cardiff on 11th February 2016



**Companies House**



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



Turner Parkinson

DATED

18<sup>th</sup> January

2016

D T N I LIMITED

CONTRAF-NICOTEX TOBACCO GMBH

CHARGE OVER SHARES

We hereby certify this to be a true and  
complete copy of the original

Signature U. T. G. Date 05/02/2016

For and on behalf of  
turner parkinson LLP  
solicitors

THIS DEED is made the 18<sup>th</sup> day of January 2016

**BETWEEN**

- (1) **D T N I LIMITED** incorporated and registered in England and Wales with company number 09031194 whose registered office is at The Grange Clay Lane, Handforth, Wilmslow, Cheshire SK9 3NR (the **Chargor**), and
- (2) **CONTRAF-NICOTEX TOBACCO GMBH** (the **Creditor**)

**NOW IT IS HEREBY AGREED** as follows

**1 Definitions and interpretation**

- 1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings

<b>Company</b>	means Nerudia Limited (company number 08815467),
<b>Encumbrance</b>	means any mortgage, charge, pledge, lien, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security,
<b>Event of Default</b>	means the Company failing to pay or discharge any of the Secured Liabilities when the same become due to be paid or discharged,
<b>Facility Agreement</b>	the facility agreement dated on or around the date of this deed between the Company and the Creditor for the provision of the loan facilities secured by this deed,
<b>Secured Liabilities</b>	all present and future monies, obligations and liabilities of the Company to the Creditor, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this deed, together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities,
<b>Security Assets</b>	means all assets of the Chargor which are the subject of any security created by this charge including the Security Shares,
<b>Security Period</b>	means the period beginning on the date of this charge and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged or the security created by this charge has been unconditionally and irrevocably released and discharged, and
<b>Security Shares</b>	means 375,000 ordinary A shares of £1.00 each held by the Chargor in the capital of the Company

**1.2 Any reference in this charge to**

- 1.2.1 **assets** includes properties, rights and revenues (in each case, present and future) of every description,
- 1.2.2 a clause is, subject to any contrary intention, a reference to a clause of this charge,
- 1.2.3 a **person** shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of any two or more of the **aforesaid**,
- 1.2.4 this charge or to any other document, agreement or instrument shall be construed as a reference to this charge or to that other document, agreement or instrument as the same may have been, or may from time to time be, amended, varied, novated or supplemented in each case in accordance with its terms,

- 1 2 5 a statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, re-enacted or replaced from time to time,
- 1 2 6 a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation,
- 1 2 7 **tax** shall be construed so as to include any tax, levy, impost, duty, deduction, withholding or other charge of whatever nature (present or future) levied by or on behalf of any local, municipal, governmental, state, federal or other fiscal, revenue, customs or excise agency, authority, body or official (including, without limitation, any penalty or interest payable in connection therewith or with respect thereto), and **taxes** shall be construed accordingly, and
- 1 2 8 the expressions **herein**, **hereof**, **hereunder** and similar expressions shall be construed as references to the charge as a whole and shall not be limited to the particular clause or provision in which the relevant expression appears
- 1 3 Save as expressly qualified to the contrary (including by the use of the words **reasonable** or **reasonably**) any right, power or determination which may be exercised or made by the Creditor hereunder may be exercised or made in its absolute and unfettered discretion without any obligation to give any reason therefor
- 1 4 The covenants and undertakings in this charge shall remain in force during the Security Period
- 1 5 The clause and schedule headings in and the index to this charge are for ease of reference only and shall not affect construction
- 2 **Charges**
- 2 1 Subject always to clause 3 2, the Chargor as beneficial owner, as security for the payment and discharge of all the Secured Liabilities, charges in favour of the Creditor all the Security Shares and all right, title and interest therein and thereto
- 2 2 Any reference herein to a charge of any of the Security Assets includes all proceeds of sale or other realisation of that Security Asset
- 3 **Continuance of security**
- 3 1 Subject to clause 3 2, the security constituted by this charge shall be continuing and not satisfied by any intermediate payment or discharge of the whole or any part of any of the Secured Liabilities but shall secure the ultimate balance of each of the Secured Liabilities
- 3 2 Upon proof being given to the satisfaction of the Creditor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, the Creditor shall execute and do all such deeds, acts and things as may be necessary to release the Security Assets or such part thereof as may remain subject to the charge created hereby or pursuant hereto from the security hereby constituted
- 4 **Restrictions on dealing**
- The Chargor shall not without the prior written consent of the Creditor
- 4 1 create or permit to subsist any Encumbrance over all or any part of the Security Assets or any interest therein (other than this charge), and
- 4 2 whether in a single transaction or in a number of transactions (related or not), sell, assign, transfer, lease, lend, otherwise dispose of or grant any option over all or any part of the Security Assets or any interest therein
- 5 **Voting and other rights**
- 5 1 All voting rights attaching to the Security Assets shall be exercised at the sole discretion of the Chargor, provided that such voting rights shall not be exercised in any manner which would depreciate, jeopardise, prejudice or otherwise adversely affect the value to the Creditor of the Security Assets

- 5 2 All payments of dividends and other distributions and other rights to receive dividends and other distributions shall, if no Event of Default is outstanding and continuing, be paid to the Chargor and belong to the Chargor free of any Encumbrance created by this charge. During any such period as an Event of Default is outstanding and continuing, all such dividends and other distributions shall be payable to the Creditor and applied by the Creditor in satisfaction in whole or in part of the Secured Liabilities in such order and manner as the Creditor sees fit.
- 5 3 The Creditor and its nominees may at the Creditor's discretion (in the name of the Chargor or otherwise and without any consent or authority on the part of the Chargor) exercise in respect of any of the Security Assets all those powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 in respect of securities or property subject to a trust.
- 6 **When security becomes enforceable**
- The security hereby conferred shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act, 1925, as varied or amended by this charge, shall be immediately exercisable at any time during such period as an Event of Default and continuing is outstanding. After this security has become enforceable, the Creditor may enforce all or any part of this security in such manner as it sees fit.
- 7 **Enforcement of security**
- 7 1 At any time after this security becomes enforceable, the Creditor may without further notice exercise the power of sale conferred by law.
- 7 2 The Creditor shall have and be entitled to exercise all powers, rights and discretions conferred by the Law of Property Act, 1925. In particular by way of addition to but without limiting any of the statutory powers aforesaid, the Creditor shall have power to do the following things:
- 7 2 1 take immediate possession of, get in and collect the Security Assets or any part thereof,
- 7 2 2 for the purpose of exercising any of the powers, rights and discretions conferred on it by or pursuant to this charge and/or of defraying any costs, charges, losses or expenses which shall be incurred by it in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets or any part thereof in priority to, pari passu with or subsequent to the security constituted by this charge or otherwise and generally on such terms and conditions as it may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed,
- 7 2 3 sell, exchange, convert into money and realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as it shall think fit. Without prejudice to the generality of the foregoing, it may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as it may think fit,
- 7 2 4 give valid receipts for all monies and sign, execute, effect and do all such other deeds, documents, acts and things as it may consider desirable or necessary for realising the Security Assets or any part thereof or incidental or conducive to any of the powers, rights or discretions conferred on it under or by virtue of this charge and exercise in relation to the Security Assets or any part thereof all such powers, authorities and things as it would be capable of exercising if the Creditor was the absolute beneficial owner of the same and use the name of the Chargor for all or any of the purposes aforesaid.
- 8 **Benefit and assignment**
- 8 1 This legal charge shall be binding upon and enure to the benefit of each party hereto and its successors.
- 8 2 No party shall assign all or any of its rights or transfer any or all of its obligations hereunder.
- 9 **Remedies and waivers**

- No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. No waiver shall be effective unless it is in writing. The rights and remedies of the Creditor hereunder are cumulative and not exclusive of any rights or remedies provided by law.

**10 Severability**

If any provision of this charge is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect

10 1 the validity or enforceability in that jurisdiction of any other provision of this charge,

10 2 the validity or enforceability in any other jurisdiction of that or any other provision of this charge

**11 Notices**

Every notice, request, demand or other communication under this charge shall

11 1 be in writing delivered personally or by first-class pre-paid letter only, and

11 2 be deemed to have been received, subject as otherwise provided in this deed when delivered

**12 Law and jurisdiction**

12 1 This charge is governed by and shall be construed in accordance with the laws of England and Wales

12 2 The parties hereto agree that any legal action or proceedings in connection with this charge or for realisation of the Security Assets may be brought in the courts or tribunals in England and Wales, and by execution and delivery of this charge, the parties hereby unconditionally and irrevocably submit to and accept with regard to any such action or proceedings for itself and in respect of its Relevant Persons, the exclusive jurisdiction of the courts or tribunals in England and Wales

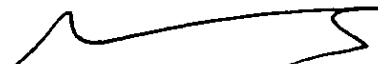
12 3 Each of the parties hereby irrevocably waive any objection which it may now or hereafter have to the laying of the venue of any such legal action or proceedings in a court/tribunal located in England and Wales, and hereby further irrevocably waives any claim that such legal action or proceedings brought in any such court/tribunal has been brought in an inconvenient forum

**IN WITNESS** whereof this charge has been duly entered into and executed as a deed on the date first above written

EXECUTED as a DEED by  
D T N I LIMITED, acting by a director,  
in the presence of

)  
)  
)

D.T.



Signature of witness

Name STEPHEN McDONALD

Address 12 PORTLAND CRESCENT

HARROGATE HG1 2QS, UK

Occupation PATENT MANAGER

EXECUTED as a DEED by  
CONTRAF-NICOTEX TOBACCO GMBH,  
acting by a director, in the presence of

)  
)  
)



Signature of witness

Name STEPHEN McDONALD

Address 12 PORTLAND CRESCENT

HARROGATE HG1 2QS, UK

Occupation PATENT MANAGER