

MR01

Particulars of a charge



Companies House

229124/23

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 MR08.

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

This form must be delivered to the Registrar for registration with
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
must be scanned and placed on the public record. Do not send the original.

TUESDAY



A05

A63MHOSZ

04/04/2017

#91

COMPANIES HOUSE

3

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 1 0 4 9 3 9 4 8

Company name in full DELTA ASSET BACKED SECURITISATION 1 LIMITED

2 Charge creation date

Charge creation date 0 3 0 4 2 0 1 7

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 U.S. BANK TRUSTEES LIMITED

(and its successors in title and permitted transferee's)

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

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Trustee statement¹

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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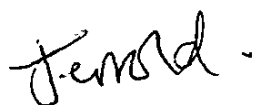
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

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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 **TREASURY**

Company name **JERROLD HOLDINGS**

Address **LAKEVIEW**

LAKE SIDE

Post town **CHEADLE**

County/Region **CHESHIRE**

Postcode **S K 8 3 G W**

Country **UNITED KINGDOM**

DX

Telephone **0161 956 3200**



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: 10493948

Charge code: 1049 3948 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2017 and created by DELTA ASSET BACKED SECURITISATION 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2017.

2

Given at Companies House, Cardiff on 11th April 2017



Companies House



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

We hereby certify that this is a true copy of the original

Form of Scottish Supplemental Charge

Jerrold Holdings Ltd

Lakeside

Cheadle

SK8 3GW

Assignment in Security

by

Signed:

B.C. [Signature]

Date: 03/04/2017

- (1) **DELTA ASSET BACKED SECURITISATION 1 LIMITED**, a company incorporated in England (registered number 9616276) whose registered office is at 4th Floor, 40 Duke's Place, London EC3A 7NH (the "**Borrower**").
- (2) **AUCTION FINANCE LIMITED**, a limited liability incorporated under the laws of England and Wales (registered number 4949929) whose registered office is at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW
- (3) **BRIDGING FINANCE LIMITED**, a limited liability incorporated under the laws of England and Wales (registered number 3166982) whose registered office is at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW
- (4) **HARPMANOR LIMITED**, a limited liability incorporated under the laws of England and Wales (registered number 01954109) whose registered office is at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW
- (5) **TOGETHER COMMERCIAL FINANCE LIMITED**, a limited liability incorporated under the laws of England and Wales (registered number 2058813) whose registered office is at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW

Whereas:

- (A) Under a deed of charge dated 26th January 2017 (as the same has been amended, restated, varied, supplemented and/or otherwise modified from time to time) (the "**Deed of Charge**"), made between, *inter alios*, the Borrower, the Originators and U.S. Bank Trustees Limited with its office at 5th Floor, 125 Old Broad Street, London, EC2N 1AR, United Kingdom (the "**Security Trustee**", which expression shall include its successor or successors as the security trustee or security trustees under the Deed of Charge), the Security Trustee holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors.
- (B) The Originators have by the Scottish Declarations of Trust after mentioned declared that they hold and will hold all of their respective right, title and interest in and to the Scottish Trust Property as therein defined (comprising generally certain Scottish Mortgage Loans and the security therefor) on trust for the Borrower.
- (C) This Deed is made by the Borrower in accordance with and pursuant to clause 3.4.1 (*Scottish Trust Security*) of the Deeds of Charge.

Now Therefore the Parties hereto **Have Agreed** and **Do Hereby Declare** as follows:

1 Interpretation

In this Deed (including the recitals hereto):

- 1.1 Words and expressions shall, unless the context otherwise requires, have the same meanings ascribed to them and shall be construed in accordance with the constructions set out in the Master Definitions agreement dated 26th January 2017 between, *inter alios* the Borrower and the Originators (as the same may be amended, restated, varied, supplemented and/or otherwise modified from time to time) (the "**Master Definitions Agreement**").

1.2 **"Scottish Declaration(s) of Trust"** means the declaration(s) of trust granted by the Originators in favour of the Borrower in respect of the Scottish Trust Property, details of which declaration(s) of trust are set out in the schedule annexed and executed as relative hereto; and

1.3 **"Scottish Trust Property"** means the aggregate of all Scottish Trust Property as defined in the Scottish Declaration(s) of Trust.

2 Undertaking to Pay

The Borrower covenants with and undertakes to the Security Trustee, for its own behalf and for and on behalf of the Secured Creditors, that it will duly and punctually pay or discharge all the Secured Obligations in accordance with the terms of clause 2 (Covenant to Pay) of the Deeds of Charge.

3 Security

The Borrower as holder of the beneficial interest therein and subject to clause 5. (*Redemption and Release of Charged Property*) of the Deeds of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security of the obligations and undertakings specified in Clause 2 (*Undertaking to Pay*) hereof its whole right, title and interest, present and future, in and to the Scottish Trust Property and to the whole benefit thereof and deriving thereunder, and in and to the Scottish Declaration(s) of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto.

4 Intimation

The Borrower (for itself and on behalf of the Security Trustee) hereby intimates and gives notice to the Originators (as trustee or trustees under the Scottish Declaration(s) of Trust) of the assignation in security made in terms of Clause 3 (*Security*) hereof and the Originators (in their aforesaid capacity) by their respective execution and delivery of this deed consents thereto, acknowledges such notice and intimation and confirms that save under or pursuant to the Transaction Documents as at the date hereof they have not received notification of any other dealing with the Scottish Trust Property or any part thereof.

5 Incorporation of the Deed of Charge

The Parties hereby agree that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deeds of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to clause 3 (*Security*) of each Deed of Charge (and in particular, without limitation, clause 10.4 (*The Security Trustee's Powers of Enforcement*) thereof) shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 3 (*Security*) hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except insofar as inconsistent herewith, apply *mutatis mutandis* hereto provided always that this deed shall be without prejudice to the Deeds of Charge and all of the rights, powers, obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this Deed.

6 Governing Law

This Deed shall be governed by and construed in accordance with the laws of Scotland and each of the Parties hereby prorogates the non-exclusive jurisdiction of the Scottish courts so far as not already subject thereto and waives any right or plea of *forum non conveniens* in respect of such jurisdiction.

7 Registration

The Parties hereby consent to the registration of this deed for preservation.

In Witness whereof these presents consisting of the preceding two pages together with the Schedule enclosed hereto are executed in counterpart as follows:

and DELIVERED ON 03/04/2017

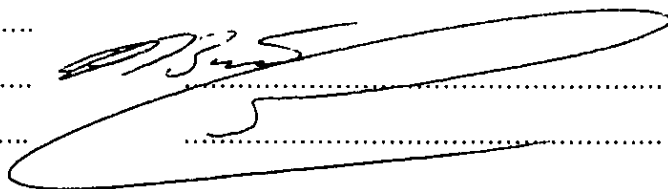
SUBSCRIBED for and on behalf of the said
DELTA ASSET BACKED SECURITISATION 1 LIMITED

at Lakeview, Lake Side, Cheadle, SK8 3GW

on 03 APR 2017

by GARY BECKETT

and MARC GOLDBERG



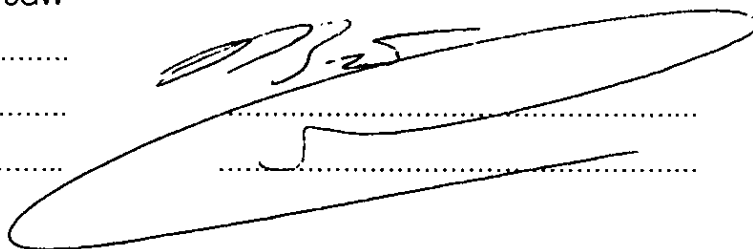
SUBSCRIBED for and on behalf of the said
AUCTION FINANCE LIMITED

at Lakeview, Lake Side, Cheadle, SK8 3GW

on 03 APR 2017

by GARY BECKETT

and MARC GOLDBERG



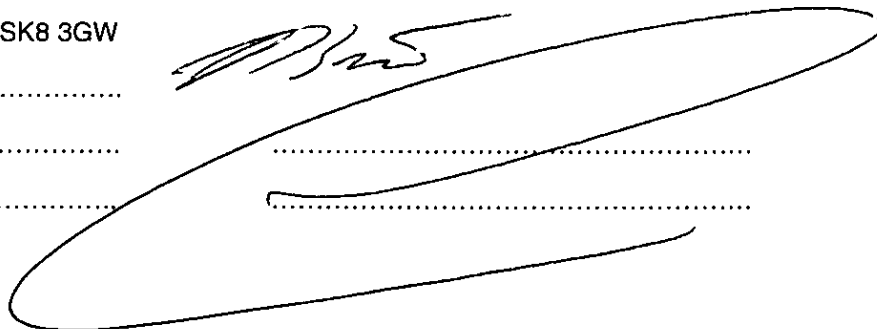
SUBSCRIBED for and on behalf of the said
BRIDGING FINANCE LIMITED

at Lakeview, Lake Side, Cheadle, SK8 3GW

on 03 APR 2017

by GARY BECKETT

and MARC GOLDBERG



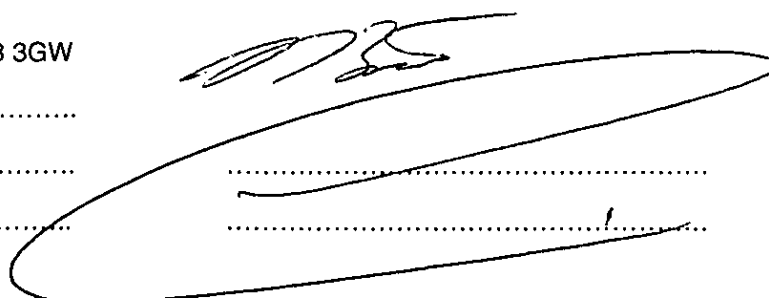
SUBSCRIBED for and on behalf of the said
HARPMANOR LIMITED

at Lakeview, Lake Side, Cheadle, SK8 3GW

on 03 APR 2017

by GARY BECKETT

and MARC GOLDBERG



SUBSCRIBED for and on behalf of the said
TOGETHER COMMERCIAL FINANCE LIMITED

at Lakeview, Lake Side, Cheadle, SK8 8GW

on **03 APR 2017**

by **GARY BECKETT**

and **MARC GOLDBERG**



A handwritten signature in black ink, appearing to read 'GB', is written over a large, hand-drawn oval loop that encircles the signature area.

This is the schedule referred to in the foregoing Assignment in Security by Delta Asset Backed Securitisation 1 Limited in favour of U.S. Bank Trustees Limited

Scottish Declaration(s) of Trust:

Sale Date	Auction Finance Limited	Bridging Finance Limited	Harpmanor Limited	Together Commercial Finance Limited	Total Number of Scottish Declarations of Trust Issued
26/01/2017	Yes	No	No	Yes	2