

MR01

Particulars of a charge



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.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 MR01.



LD3 15/05/2013 #95
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 S C 1 2 1 8 4 7
Company name in full Kobusch UK Limited (the "Company")

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 0 3 0 5 2 0 1 3

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 Commerzbank Aktiengesellschaft, Filiale
Luxemburg, 25, Rue Edward Steichen, L-2540

Name Luxembourg, Grand Duchy of Luxembourg, as security
agent for the Secured Parties (the "Security

Name Agent")

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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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

The property specified below, any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and all Related Rights (as defined in the Mortgage).

Description of property:

Units 1, 2, 5, 6 and 7, Tanfield Lea South estate, Alderman Wood Road, Stanley, Co. Durham, DH9 9XF

Title number:

DU331210

"Mortgage" means the charging instrument dated 3 May 2013 between the Company and the Security Agent to which this form relates

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

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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.

☐

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 *Clifford Chance LLP* 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

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 Sroyon Mukherjee

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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: 121847

Charge code: SC12 1847 0007

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd May 2013 and created by KOBUSCH UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2013.

Given at Companies House, Edinburgh on 21st May 2013



We hereby certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this is a true copy of the original

Signed Clifford Chance LLP

Date 16 May 2013

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

DATED 3 May 2013

KOBUSCH UK LIMITED

AND

COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG

AS SECURITY AGENT

MORTGAGE

THIS DEED is dated 3 May 2013 between:

- (1) **KOBUSCH UK LIMITED** registered in Scotland with company number SC121847 (the "**Company**"); and
- (2) **COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG**, the Luxembourg Branch of Commerzbank AG, a stock corporation organised under the laws of the Federal Republic of Germany registered in Frankfurt am Main, Germany having its registered office at 25, Rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under registration number B 119317, except as expressly provided herein acting in its capacity as security agent for the Secured Parties (the "**Security Agent**" which expression shall include any person for the time being appointed as trustee or as an additional trustee).

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS

In this Deed:

"**Mortgaged Property**" means:

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

2. FIXED SECURITY

The Company charges with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

3. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Fixed Security*).
- (b) It shall be implied in respect of Clause 2 (*Fixed security*) that the Company is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. APPLICATION TO THE LAND REGISTRY

The Company consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Commerzbank Aktiengesellschaft, Filiale Luxemburg as security agent referred to in the charges register or their conveyancer."

5. FURTHER LOANS

- 5.1 Each Senior Lender is under an obligation to make further Loans to the Senior Borrowers and each Mezzanine Lender is under an obligation to make further Loans to Kobusch Germany 1 GmbH and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.
- 5.2 The Company hereby consents to an application being made to the Land Registry to enter the obligation to make further Loans on the Charges register of any registered land forming part of the Mortgaged Property.

6. RELEASE OF SECURITY

6.1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any agreement between the Security Agent and the Company, the Security Agent shall, at the request and cost of the Company, release and cancel the security constituted by this Mortgage and procure the reassignment to the Company of the property and assets assigned to the Security Agent pursuant to this Mortgage, in each case subject to Clause 6.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

6.2 Avoidance of Payments

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Company under this Mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

7. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (*Rights of Third Parties*) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

8. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

9. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

Description of Property	Title Number
Units 1, 2, 5, 6 and 7, Tanfield Lea South estate, Alderman Wood Road, Stanley, Co. Durham, DH9 9XF	DU331210

EXECUTION PAGES TO LEGAL MORTGAGE

EXECUTED as a DEED
by **KOBUSCH UK LIMITED**
acting by a director

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Signature of director

Name of Director

in the presence of:

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.....
.....
.....

Signature of witness

Name of witness (in block capitals)

Address of witness

Occupation of witness

The Security Agent

Signed by

COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG

By:



Brigitte Deblot



**Lena von Glahn
Associate**

Address: 25, Rue Edward Steichen
L-2540 Luxembourg
Luxembourg

Fax: +352 477911 3903

Attention: Eva Gottschalk-Schmitt