

# MR01

## Particulars of a charge

Laserform

106251/£13

### 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](http://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

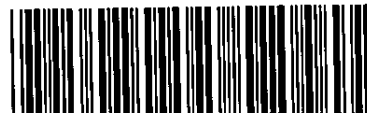
You may not use this form to  
register a charge where there is no  
instrument. Use form MR02

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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. It will be scanned and placed on the public record. **Do not send the original**



\*S4HE343K\*

SCT

05/10/2015

#73

COMPANIES HOUSE

MONDAY

1

### Company details

Company number

0 9 6 7 7 2 6 6 ✓

Company name in full

DUKINFIELD PLC ✓

0202

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

d1 d7 m0 m9 y2 y0 y1 y5 ✓

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 ✓

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

MR01

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

Brief description

NONE

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

PARTNER FOR SHEPHERD AND WEDDERBURN 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 C10566 1004 /RSS/SWD/RMM

Company name Shepherd &amp; Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 EDINBURGH 53

Telephone 0131 228 9900

**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: 9677266

Charge code: 0967 7266 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2015 and created by DUKINFELD PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2015

*DX*

Given at Companies House, Cardiff on 8th October 2015



**Companies House**



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

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 \_\_\_\_\_

Date 5.10.2015

For and on behalf of Shepherd and Wedderburn LLP

## SCOTTISH SUPPLEMENTAL CHARGE

### ASSIGNATION IN SECURITY

#### BY

- (1) **DUKINFIELD PLC** (registered number 09677266), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St Helen's, London EC3A 6AP (referred to herein as the **Issuer**),

#### IN FAVOUR OF

- (2) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as Security Trustee, which expression shall include its successor or successors as Security Trustee under and in terms of the Deed of Charge),

#### WHEREAS:

- (A) This deed (the **Scottish Supplemental Charge**) is supplemental to a Deed of Charge dated on or about the Closing Date (as that term is defined in the testing Clause of this Scottish Supplemental Charge) (the **Deed of Charge**) made between, *inter alios*, the Issuer and the Security Trustee,
- (B) In terms of the Deed of Charge the Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors;
- (C) By a Scottish Declaration of Trust dated of even date with this Scottish Supplemental Charge and delivered on the Closing Date (as that term is defined in the testing Clause of this Scottish Supplemental Charge) **Pepper (UK) Limited** (registered number 548489), a private limited company incorporated under the laws of England and Wales and whose registered office is at Harman House, 1 George Street, Uxbridge, London UB8 1QQ (the **Legal Title Holder**) declared that it holds on trust for the Issuer and for its successors and assignees certain Scottish Loans together with their related Scottish Mortgages and other Related Security relative thereto as more fully specified and described therein (the **Scottish Trust Property**),
- (D) This Scottish Supplemental Charge is made by the Issuer in favour of the Security Trustee in accordance with and pursuant to Clause 3.5 (Scottish Trust Security) of the Deed of Charge

#### NOW THEREFORE IT IS AGREED as follows

- 1 Expressions and words defined the master definitions and construction schedule dated on or about the Closing Date (as that term is defined in the testing Clause of this Scottish Supplemental Charge) made among the Issuer, the Security Trustee and others (as the same may be amended, restated, novated, varied or supplemented from time to time with the consent of the parties thereto, the **Master Definitions and Construction Schedule**) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Scottish Supplemental Charge, including the recitals hereto and this Scottish Supplemental Charge shall be construed in accordance with the interpretation provisions set out in the Master Definitions and Construction Schedule.

- 2 The Issuer covenants with and undertakes to the Security Trustee as trustee for the Secured Creditors that it will duly and punctually pay and discharge the Secured Obligations in accordance with the terms of the Deed of Charge and each Transaction Document.
- 3 The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in Clause 4 (Release of Charged Assets) of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Issuer's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in and to the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto
- 4 The Issuer and the Security Trustee hereby intimates and gives notice to the Legal Title Holder (as trustee under the Scottish Declaration of Trust) of the assignation in security made in terms of Clause 3 hereof and the Legal Title Holder (in its aforesaid capacity) hereby acknowledges such intimation and notice.
- 5 The Issuer hereby agrees that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed 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 and Declaration of Trust) of the Deed of Charge shall be deemed to be repeated herein and shall apply mutatis mutandis to the property referred to in Clause 3 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 in so far as inconsistent herewith apply mutatis mutandis hereto provided always that this Scottish Supplemental Charge shall be without prejudice to the Deed 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 Scottish Supplemental Charge
- 6 This Scottish Supplemental Charge may be executed in any number of counterparts and by each of the parties on separate counterparts Where executed in counterparts (i) this Scottish Supplemental Charge will not take effect until each of the counterparts has been delivered, (ii) each counterpart will be held as undelivered until the Scottish Declaration of Trust has become effective and the parties agree a date (being the effective date of the Scottish Declaration of Trust or a later date) on which the counterparts are to be treated as delivered, and (iii) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this Scottish Supplemental Charge

7 This Scottish Supplemental Charge shall be governed by and construed in accordance with Scots law

IN WITNESS WHEREOF these presents are executed in counterpart by the parties as undernoted, with an effective date of **17 SEPTEMBER** 2015 (the **Closing Date**) and with the counterparts executed by the Issuer, the Security Trustee and the Legal Title Holder being treated as delivered on such date in such order

**SUBSCRIBED** for and on behalf of the said  
**DUKINFIELD PLC**  
as Issuer  
acting by two Directors

At **London**

on **16 September 2015**

By

...  
under Power of Attorney

... as ~~Director~~ AUTHORIZED  
SIGNATORY

...  
... as ~~Director~~ AUTHORIZED  
SIGNATORY

**SUBSCRIBED** for and on behalf of the said  
**U.S. BANK TRUSTEES LIMITED**  
as Security Trustee

At

on

By

Full Name

Authorised Signatory

in the presence of this witness

Witness Signature

Full Name

Address

7 This Scottish Supplemental Charge shall be governed by and construed in accordance with Scots law

IN WITNESS WHEREOF these presents are executed in counterpart by the parties as undernoted, with an effective date of **17 SEPTEMBER** 2015 (the **Closing Date**) and with the counterparts executed by the Issuer, the Security Trustee and the Legal Title Holder being treated as delivered on such date in such order

**SUBSCRIBED** for and on behalf of the said  
**DUKINFIELD PLC**  
as Issuer  
acting by two Directors

At

on

By

....., as ~~Director~~ **AUTHORISED SIGNATORY** ..... , as ~~Director~~ **AUTHORISED SIGNATORY**

**SUBSCRIBED** for and on behalf of the said  
**U.S. BANK TRUSTEES LIMITED**  
as Security Trustee

At **125 Old Broad Street, London**  
on **16<sup>th</sup> September 2015**

By ... **Laurence Griffiths**  
Full Name .....  
Authorised Signatory

.....  
**Chris Hobbs**  
Authorised Signatory

in the presence of this witness:

Witness Signature: ..... **HENRY CROWTHER**

Full Name .....  
Address: **U.S. Bank Global Corporate Trust Services**  
**125 Old Broad Street**  
**London**  
**EC2N 1AR**



SUBSCRIBED for and on behalf of the said  
PEPPER (UK) LIMITED

At LONDON

on 16.9.15

By GERAUD MCHUGH  
Full Name

Authorised Signatory

in the presence of this witness.

Witness Signature

Full Name NICKY COLE

Address  
HARMAN HOUSE  
1 GEORGE STREET  
OXFORD  
OX8 1QA