

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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 statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use form
LL MR04



A04 24/05/2013 #158
COMPANIES HOUSE

1 Company details

Company number 00546129

Company name in full Twyford Bathrooms

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation¹

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

1 Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ²

Charge creation date 08 07 2009

2 Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description A composite debenture dated 8 July 2009 between The Royal Bank
of Scotland plc, Frankfurt Branch as the security trustee (the
"Security Trustee") and, amongst others, Twyford Bathrooms as a
charging company (the "Charging Company") (the "Composite
Debenture")

Continuation page
Please use a continuation page if
you need to enter more details

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

See Schedule 1 and Schedule 2 in the attached continuation sheets

Continuation page

Please use a continuation page if
you need to enter more details

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B1	Charge code
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Charge code ^①

				-					-				
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This is the unique reference code allocated by the registrar

C1	Satisfaction
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☐ In part

Please give the name of the person delivering this statement

Forename(s)

White & Case LLP

Surname

Please give the address of the person delivering this statement

Building name/number

White & Case LLP

Street

5 Old Broad Street

Post town

London

County/Region

Postcode

E	C	2	N		1	D	W
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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in
the charge

Solicitors acting for the Charging Company

C3 **Signature**

Please sign the form here

Signature _____

Signature _____

X White A Case LLP

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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
Xiaoyan Sun

Company name
White & Case LLP

Address
5 Old Broad Street

Post town
London

County/Region

Postcode
E C 2 N 1 D W

Country
United Kingdom

DX

Telephone
+44 (0)20 7532 2723



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

Part A Charges created before 06/04/2013

- ☒ You have given the charge date
☒ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☒ You have ticked the appropriate box in Section C1
☒ You have given the details of the person delivering this statement in Section C2
☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Schedule 1

1 The Charging Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee as trustee for the Secured Parties by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Charging Company at the date of the Composite Debenture shall be a charge by way of legal mortgage) all of its rights, title and interest from time to time in and to each of the following assets

- (i) the Real Property,
- (ii) the Tangible Moveable Property,
- (iii) the Accounts,
- (iv) the Intellectual Property and all Related Rights,
- (v) any goodwill and rights in relation to the uncalled capital of the Charging Company,
- (vi) the Investments,
- (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights, and
- (viii) all Monetary Claims and all Related Rights

2 The Charging Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns and agrees to assign to the Security Trustee as trustee for the Secured Parties, all of its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights in connection with such Insurance Policy

3 The Charging Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee as trustee for the Secured Parties by way of first floating charge all of its present and future assets and undertaking

Schedule 2

Capitalised terms in this Form MR04 shall have the following meanings

"Account" means any account opened or maintained by the Charging Company with the Security Trustee or any other person (any any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related rights

"Insurance-Policy" means (a) any insurance policy listed in schedule 6 (Details of Insurance Policies) of the Composite Debenture, and (b) any policy of insurance (including life insurance or assurance but excluding any third party liability insurance or any other insurance

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	Please give the short particulars of the property or undertaking charged
Short particulars	<p>any third party liability insurance or any other insurance policy payable to a third party) in which the Charging Company may from time to time have an interest</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, domain names, know how and other intellectual property rights and interests but excluding any intellectual property licensing agreements the terms of which prohibit such agreement from being granted as Security, whether registered or unregistered, the benefit of all applications and rights to use or apply for such assets (including, but not limited to, any of the foregoing listed in schedule 4 (Details of Intellectual Property) of the Composite Debenture)</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares), (b) all interests in collective investment schemes, and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), in each case whether held directly by or to the order of the Charging Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system) <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Charging Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Charging Company is a party and any other assets, property, rights or undertaking of the Charging Company)</p> <p>"Real Property" means</p> <ul style="list-style-type: none"> (a) any freehold or immovable property (including any freehold property in England and Wales specified in the Schedule to each Mortgage), (b) any leasehold property (including any leasehold property in England and Wales specified in the Schedule to each Mortgage) but excluding any leasehold property where the failure to obtain landlord consent prior to granting security over such leasehold property would constitute a breach of the relevant lease agreement, and (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights

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Short particulars	Please give the short particulars of the property or undertaking charged
	<p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (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 <p>"Secured Party" has the meaning given to it under the Security Trust and Intercreditor Agreement</p> <p>"Secured Obligations" means all present and future liabilities and obligations at any time of any Obligor to any Secured Party under the Senior Finance Documents (which, for the avoidance of doubt, includes any liabilities arising in relation to Facility C if and when that facility is made available under the Senior Facilities Agreement (as defined in the Composite Debenture)), both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <ul style="list-style-type: none"> (a) any novation, deferral or extension, (b) any claim for damages or restitution, and (c) any claim as a result of any recovery by any Obligor of a payment on the grounds of preference or otherwise, and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings (each as defined in the Security Trust and Intercreditor Agreement) <p>"Security Trust and Intercreditor Agreement" means the security trust and intercreditor agreement dated 25 June 2009 and made between, inter alios, Sofia III S a r l , Sofia IV S a r l , the Security Trustee, the Existing Security Trustee, the Senior Agent and the Original Senior Lenders (each as defined therein) as may be amended, restated or supplemented from time to time</p> <p>"Shares" means all of the shares listed in schedule 3 (Details of Shares) of the Composite Debenture attached hereto and any other shares from time in the companies party to the Composite Debenture of which the Charging Company is the beneficial or registered owner at any time</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Charging Company's stock in trade or work in progress) and all Related Rights</p>