

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
LL MR04.

THURSDAY



A13 *A6BISQA8* #355
27/07/2017
COMPANIES HOUSE

1 Company details

Company number 0 1 3 5 1 6 4 8
Company name in full Brintons Overseas Holdings Limited

→ **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

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**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 0 2 0 9 2 0 1 1

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 0 0 0 6

A3 Description of instrument (if any)

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

Instrument description Debenture dated 2 September 2011 (the "Debenture") and entered
into between, amongst others, the Chargor and Carlyle Strategic
Partners II Luxembourg S.a.r.l as security trustee for itself and the
other Secured Parties (as defined in the MG01) (the "Security
Agent").

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Continuation page

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

Short particulars

See continuation pages

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

❶ Charge code

This is the unique reference code allocated by the registrar.

Charge code ❶

□ □ □ □ - □ □ □ □ - □ □ □ □

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Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

☒ In full☐ In part**C2****Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

BRINTONS OVERSEAS HOLDINGS LIMITED

Please give the address of the person delivering this statement

Building name/number

Street

STOURPORT ROAD

Post town

KIDDERMINSTER

County/Region

WORCESTERSHIRE

Postcode

DY11 7PZ

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge

CHARGOR

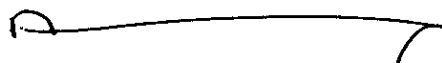
C3**Signature**

Please sign the form here.

Signature

Signature

X



X

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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 **Terry Charalambous**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region **London**

Postcode **E C 2 M 3 X F**

Country **United Kingdom**

DX

Telephone **020 7710 3095**

**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 given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.
- ☐ **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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A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="352 376 1023 409">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="368 439 740 472">1. CHARGING PROVISIONS</p> <p data-bbox="368 477 627 510">1. 1 Specific Security</p> <p data-bbox="368 512 1102 685">The Chargor, as continuing security for the payment of the Secured Obligations, has charged in favour of the Security Agent with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest</p> <p data-bbox="368 689 778 723">(a) by way of first legal mortgage</p> <p data-bbox="368 725 1086 792">(i) all Property belonging to it at the date of the Debenture or vested in it; and</p> <p data-bbox="368 795 1043 862">(ii) all the Shares and Investments and all corresponding Related Rights,</p> <p data-bbox="368 864 743 898">(b) by way of first fixed charge</p> <p data-bbox="368 900 1102 1039">(i) all other interests (not effectively charged under Clause 3 I (a) of the Debenture (as set out in paragraph 1 1(a) of this Part A4)) in any Property and the benefit of all other agreements relating to land;</p> <p data-bbox="368 1041 1031 1108">(ii) all of its right, title and interest in the Intellectual Property,</p> <p data-bbox="368 1111 1027 1144">(iii) all of its right, title and interest in the Equipment,</p> <p data-bbox="368 1146 1054 1249">(iv) all Trading Receivable and all rights and claims against third parties and against any security in respect of those Trading Receivables,</p> <p data-bbox="368 1252 1078 1319">(v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,</p> <p data-bbox="368 1321 1015 1494">(vi) all monies standing to the credit of the Operating Accounts, the Blocked Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,</p> <p data-bbox="368 1496 1046 1563">(vii) the benefit of all licenses, consents and agreements held by it in connection with the use of any of its assets,</p> <p data-bbox="368 1565 884 1599">(viii) its goodwill and uncalled capital, and</p> <p data-bbox="368 1601 1102 1740">(ix) if not effectively assigned by Clause 3 3 (Security Assignment) of the Debenture (as set out in paragraph 1 3 of this Part A4), all its rights, title and interest in (and claims under) the Insurance Policies.</p> <p data-bbox="368 1742 655 1776">1.2 Floating Charge</p> <p data-bbox="368 1778 1102 1917">As further continuing security for the payment of the Secured Obligations, the Chargor has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets and rights</p>

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>not effectively charged by way of fixed charge under Clause 3 1 (Specific Security) of the Debenture (as set out in paragraph 1 1 of this Part A4) or assigned under Clause 3 3 (Security Assignment) of the Debenture (as set out in paragraph 1 3 of this Part A4)</p> <p>1.3 Security Assignment</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Insurance Policies subject to reassignment by the Security Agent to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations</p> <p>1 4 Conversion of Floating Charge</p> <p>(a) The Security Agent may, by notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:</p> <p>(i) an Event of Default has occurred, or</p> <p>(ii) the Security Agent is of the view that any asset charged under the floating charge created under the Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy, or</p> <p>(iii) the Security Agent reasonably considers that it is necessary in order to protect the policy, value or enforceability of the Security created under the Debenture</p> <p>(b) The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under the Debenture, if</p> <p>(i) the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;</p> <p>(ii) the Chargor creates, or purports to create, Security (except as permitted by the Note Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under the Debenture,</p> <p>(iii) any third party takes any step with a view to levying</p>	

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Short particulars	<p>distress, attachment, execution or other legal process against any such asset, or</p> <p>(iv) if any other floating charge created by the Chargor crystallises for any reason</p> <p>(c) Upon the conversion of any floating charge pursuant to Clause 3 4 (Conversion of Floating Charge) of the Debenture (as set out m paragraph 1 4 of this Part A4), the Chargor shall, at Its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment ill such form as the Security Agent may require</p> <p>1.5 Property Restricting Charging</p> <p>(a) There shall be excluded from the charge created by Clause 3 I (Specific Security) of the Debenture (as set out m paragraph II of this Part 6) and from the operation of Clause 2 (Further Assurance) of the Debenture (as set out m paragraph 2 of this Part A4)</p> <p>(i) any leasehold property held by the Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest, and</p> <p>(ii) any Intellectual Property in which the Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property, in each case until the relevant condition or Waiver has been satisfied or obtained=</p> <p>(b) For all leasehold property or Intellectual Property referred to ill Clause 3 5(a) of the Debenture (as set out in paragraph IS(a) of this Part A4), the Chargor has undertaken to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Debenture and, in respect of any lease, licence or agreement which provides that the relevant thud party will not unreasonably withhold its consent to charging, to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations</p> <p>(c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Security Agentunder Clause 3 I (Specific Security) of the Debenture (as set out m paragraph I I of this Part A4) If required by the Security Agent, at any time following receipt of that waiver</p>	

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Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require</p> <p>2 FURTHER ASSURANCE</p> <p>2.1 General</p> <p>(a) The Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require)</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law,</p> <p>(ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture.</p> <p>(b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection, or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture</p> <p>3. NEGATIVE PLEDGE</p> <p>The Chargor may not.</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.2 (Floating Charge) of the Debenture (as set out in paragraph 1.2 of this Part A4) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the</p>	

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>disposal of the same, or agree or attempt to do so, or (c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the PIK Loan Note Instrument or with the prior consent of the Security Agent.</p> <p>4 CONTINUING SECURITY The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing</p> <p>5 POWER OF ATTORNEY The Chargor, by way of security, has irrevocably and severally appointed the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Chargor has covenanted with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney</p> <p>DEFINITIONS Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MR04 (including these continuation pages of this form MR04) shall have the following meanings "Blocked Accounts" means the accounts of the Chargor set out in Part 2 of Schedule 6 (Bank Accounts) to the Debenture and/or such other accounts as the Chargor and the Security Agent shall agree "Company" means Lytham Holdco Limited a company registered in England & Wales</p>	

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 5 (Equipment) to the Debenture</p> <p>"Event of Default" means any event or circumstance specified in Condition 3.3 (Redemption on default, insolvency or Change of Control) of Schedule 2 (Conditions) to the PIK Loan Note Instrument</p> <p>"Finance Parties" means each Noteholder and the Security Agent</p> <p>"Group" means the Company and its Subsidiaries for the time being</p> <p>"Guarantees" means each of the guarantees of the Notes granted by the Guarantors on the terms set out in the PIK Loan Note Instrument or any other guarantee entered into from time to time by any Guarantors</p> <p>"Lytham Group" means Lytham Acquisitionco Limited, Lytham Newco Limited, Lytham Financeco Limited, Brintons Carpets Limited, Brintons (China) Limited, Brintons Overseas Holdings Limited, Brintons Pty Limited and Brintons U.S. Axminster, Inc</p> <p>"Insurance Policies" means all policies of insurance and all proceeds of them held either at the date of the Debenture or in the future by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, of any, specified in Schedule 7 (Insurance Policies) to the Debenture, but excluding any third party liability or public liability insurance and any directors and officers insurance</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist at the date of the Debenture or in the future), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 4 (Intellectual Property) to the Debenture</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the PIK Loan Note Instrument and originally made between the Company, the Guarantors, the Noteholders on the date thereof and the Security Agent</p> <p>"Investments" means any stock, share, debenture, Joan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 3 (Shares and Investments) to the Debenture</p> <p>"Note Documents" together the PIK Loan Note Instrument, the Notes, the Intercreditor Agreement, each Guarantee and each Transaction Security Document.</p> <p>"Noteholder" means a person whose name is entered and appears in the Register as a holder of any Notes</p> <p>"Notes" means the guaranteed and secured Joan notes due 2019 constituted by the PIK Loan Note Instrument or, as the case may be, those loan notes for the time being outstanding</p> <p>"Obligor" means the Company and each Guarantor</p> <p>"Operating Accounts" means the accounts of the Chargor set out in Part 1 of Schedule 6 (Bank Accounts) to the Debenture and such other accounts as the Chargor and the Security Agent shall agree or (following the occurrence of an Event of Default) as the Security Agent shall specify</p> <p>"Other Debts" means all debts and monetary claims (other than Trading Receivables)</p> <p>"PIK Loan Note Instrument" means the PIK loan note instrument dated on or about the date of the Debenture under which the Company has issued loan notes to the Noteholders</p> <p>"Property" means all freehold and leasehold property from time to time owned by the Chargor or in which the Chargor is otherwise interested and shall include</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="359 376 1027 403">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="359 421 1107 801">(a) the proceeds of sale of all or any part of such property, (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property, (c) all money received by or payable to the Chargor in respect of such property, and (d) all building, fixtures and fitting from time to time on such property; including, but not limited to the property, if any, specified in Schedule 2 (Properties) to the Debenture</p> <p data-bbox="359 810 1075 837">"Quasi-Security" means a transaction in which the Chargor.</p> <p data-bbox="359 846 1091 1191">(a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group, (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms, (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enters into any other preferential arrangement having a similar effect, In circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Intercreditor Agreement) or of financing the acquisition of an asset</p> <p data-bbox="359 1339 1107 1473">"Receiver" means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture</p> <p data-bbox="359 1482 1075 1545">"Register" means the register of holders of Notes kept by or on behalf of the Company</p> <p data-bbox="359 1554 1091 1832">"Related Rights" means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property denied from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise denied from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise)</p>

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>"Secured Obligations" means all money, obligations or liabilities due, owing or incurred to any Secured Party by the Chargor under any Note Document at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith.</p> <p>"Secured Parties" means the Finance Parties and any Receiver</p> <p>"Security" means a mortgage, charge, pledge or hen or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Shares" means all shares owned by the Charger in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (Shares and Investments) to the Debenture</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006. "Trading Receivables" means all book and other debts arising in the ordinary course of trading "Transaction Security Documents" means each of</p> <p>(a) the English law composite debenture over all assets of each Obligor incorporated in England,</p> <p>(b) the Australian law deed of charge over all the assets of Brintons PTY Limited,</p> <p>(c) the Australian law pledge of shares over all the share capital in Brintons PTY Limited, (d) the US law share pledge agreement over all the shares in Brintons US Axminster, Inc,</p> <p>(e) the US law security agreement over all the assets of Brintons US Axminster, Inc, and</p> <p>(f) any other document entered into by the Company or any Guarantor or any other person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any such person under the PIK Loan Note Instrument.</p>	